



Amendment No. 5
to
Agreement No. NG160000043
for
Social Services
between
THE UNIVERSITY OF TEXAS AT AUSTIN
and the
CITY OF AUSTIN
(Mama Sana)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Four Hundred Eight Thousand Nine Hundred Forty Four dollars (\$408,944)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (April 1, 2016 - March 31, 2017)	n/a	\$ 390,000
Amendment No. 1: Exercise Extension Option #1 and add funds to Agreement (April 1, 2017 - March 31, 2018)	\$ 398,970	\$ 788,970
Amendment No. 2: Exercise Extension Option #2 (April 1, 2018 - March 31, 2019)	\$ 398,970	\$ 1,187,940
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 9,974	\$ 1,197,914
Amendment No. 4: Modify Program Exhibits	\$ 0	\$ 1,197,914
Amendment No. 5: Exercise Extension Option #3 (April 1, 2019 - March 31, 2020)	\$ 408,944	\$ 1,606,858

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 1/28/2019]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/28/2019]

Exhibit B.2 -- Program Subgrantees is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subgrantees**. [Revised 1/28/2019]

Exhibit F -- Travis County Interlocal for Public Health Services is deleted in its entirety and replaced with a new **Exhibit F -- Travis County Interlocal for Public Health Services** (Revised 10/10/2018)

4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of 4/1/2019 through 3/31/2020, the payment from the City to the Grantee shall not exceed \$408,944 (Four Hundred Eight Thousand Nine Hundred Forty Four dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

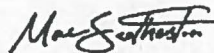
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



Digitally signed by Mark
Featherston
Date: 2019.02.28 15:01:55 -0600

THE UNIVERSITY OF TEXAS AT AUSTIN
Mark Featherston, Assistant Director
Office of Sponsored Projects
101 E. 27th Street, Ste. 5.300
Mail Stop A9000
Austin, TX 78712

Date: 2/28/19

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 03/20/19

Program Performance Measures**Contract Start**
4/1/2016**Contract End**
3/31/2020**Period Performance Start**
4/1/2019**Period Performance End**
3/31/2020**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	150		150
2	Number of 16-week prenatal education courses offered in a 12-month period	8		8
3	Number of monthly skills/support group (inter-conception education) offered in a 12-month period	60		60

Program Performance MeasuresContract Start
4/1/2016Contract End
3/31/2020Period Performance Start
4/1/2019Period Performance End
3/31/2020

Outcomes			Total Program Goal
OC Item	Outcome Measure Description		
1 Num	Number of individuals who report improvement in physical, mental, emotional, or social functioning		48
1 Den	Number of individuals receiving services through Health Equity Social Service Contracts		60
1 Rate	Percent of individuals who achieve healthy outcomes as a result of receiving services through Health Equity Social Service Contracts		80
2 Num	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who are at least three months postpartum and maintain any breastfeeding up to three months		28
2 Den	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who are at least three months post partum		40
2 Rate	Percentage of participants who maintain any breastfeeding up to three months		70
3 Num	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who have delivered their babies and initiate breastfeeding		54
3 Den	Total number of participants in the Mama Sana/Vibrant Woman Program who have delivered their babies		60
3 Rate	Percentage of participants who initiate breastfeeding		90
4 Num	Number of singletons born to participants in the Mama Sana/Vibrant Woman Program who are born at term (37 weeks, 0 days or more)		48
4 Den	Total number of participants in the Mama Sana/Vibrant Woman Program who have delivered their babies		60
4 Rate	Percent of singletons born to participants in the Mama Sana/Vibrant Woman Program who are born at term (37 weeks, 0 days or more)		80

Program Budget and Narrative

Program Start 4/1/2019

Program End 3/31/2020

	City Share	Other	Total
Salary plus Benefits	\$40,000.00	\$0.00	\$40,000.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subgrantees	\$368,944.00	\$0.00	\$368,944.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$368,944.00	\$0.00	\$368,944.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$408,944.00	\$0.00	\$408,944.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, benefits, employment taxes, and retirement for staff associated with program evaluation and fiscal agent responsibilities

General Op Expenses**Program Subgrantees**

Expenses for services provided through agreement with Mama Sana Vibrant Woman including salaries, benefits, employment taxes, and retirement for staff; programmatic supplies and equipment; office supplies; food and nonalcoholic beverages for clients; transportation assistance for clients including bus passes and payment for cab rides; outreach materials; mileage costs within Travis County; incentives including baby and self-care items for clients participating in the program.

Staff Travel**Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

Program Subgrantees

	Contract Term
Start Date	4/1/2016
End Date	3/31/2020

Subgrantee's Information

Name

Mama Sana/Vibrant Woman

Length of Term

Start Date 4/1/2019

End Date 3/31/2020

City of Austin Funded Amount \$368,944.00

Number of Clients to be Served: 150

Services to be subcontracted

Birth companion training, prenatal education, nutrition education, exercise classes, one-on-one pregnancy/birth support. MSVW provides transportation assistance for clients, incentives in the form of gift cards and food during group meetings.

EXHIBIT F

SIXTH AMENDMENT AND RENEWAL OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY FOR PUBLIC HEALTH SERVICES

This Sixth Amendment and Renewal ("Amendment") of the Interlocal Cooperation Agreement for Public Health Services ("Agreement") is by and between the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Travis County, a political subdivision of the State of Texas ("County"). The City and County will herein be referred to collectively as the "Parties."

RECITALS

On October 1, 2013, the City and County entered into the Agreement to provide public health services with an Initial Term of October 1, 2013 to September 30, 2014. The Parties subsequently extended the term through the First Renewal Term from October 1, 2014 to September 30, 2015, a Second Renewal Term from October 1, 2015 to September 30, 2016, a Third Renewal Term from October 1, 2016 to September 30, 2017, a Fourth Renewal Term from October 1, 2017 to December 31, 2017, a Fifth Renewal Term from January 1, 2018 to September 30, 2018, and now agree to enter into a Sixth Renewal Term from October 1, 2018 to September 30, 2019.

Under the Agreement, the Parties intended for City and County to collaboratively provide public health services throughout the unincorporated areas of Travis County, which would further the achievement of a public purpose. The purpose of this Agreement is to set forth the terms and conditions under which City shall provide, and County shall pay for public health services in the unincorporated areas of Travis County located outside the jurisdiction of the City. These services are to be performed on an annual basis during the Initial Term and any subsequent renewal terms subject to approval of funding by City Council and the Commissioners Court during their respective budget process relating to any renewal term, as long as such renewal is evidenced by written approval of the Parties.

In consideration of these recitals and mutual covenants in this Amendment, the Parties agree as follows:

1. **Sixth Renewal Term.**

(a) **Renewal Term.** The Parties agree to renew the Agreement for an additional one-year term beginning October 1, 2018, and continuing through September 30, 2019 ("Sixth Renewal Term"), unless earlier terminated pursuant to the terms of the Agreement.

(b) **Ratification.** The Parties agree to ratify continuation of the Parties' rights and obligations under the Agreement from October 1, 2018 until execution by both Parties of this Amendment.

2. **Amendments.**

(a) The Parties agree to delete Section 3.2 "Renewal Term" and replace it to read as follows:

EXHIBIT F

3.2 Renewal Term. Unless sooner terminated pursuant to the terms of this Agreement, and upon approval of funding by the Commissioners Court and City Council relating to any Renewal Term, the Parties may renew the Agreement for successive one-year terms, beginning October 1 of each year and ending on September 30 of the following year. Any exercise of the option to renew the Agreement shall be in writing and signed by the Parties.

The remainder of Section 3.0 shall remain the same.

(b) Section 4.3.2, "Supplemental Budget Submissions" is hereby deleted and replaced to read as follows:

4.3.2 Supplemental Budget Submission(s). The Parties agree that the information exchanged under Section 4.3.1 above will be preliminary information and subject to updating and changes made as a result of the budget process of each Party. The Parties agree to communicate additional information between April and August 1st of each year as that additional information becomes available. Final and complete numbers may not be available until, at the latest, August 1st of each year, and will be exchanged at the earliest time possible as they become available.

The remainder of Section 4.0 remains the same.

(c) Section 5.2, "Attachments," is amended for the Sixth Renewal Term as follows:

(1) Replace Attachment A-2018 "2018 Work Statement" with Attachment A-2019 "2019 Work Statement;"

(2) Replace Attachment B-2018 "2018 Cost Model" with Attachment B-2019 "2019 Cost Model," including Addendum 1 "Computational Example;"

(3) Replace Attachment C-2018 "Financial Reports/Forms" with Attachment C-2019 "2019 Invoice Quarterly Billing;"

(4) Replace Attachment D-2018 "Performance Reports" of the Agreement with Attachment D-2019 "2019 Program Performance Reports;"

(5) Attachment E – "County Personnel" is intentionally deleted for the 2019 Renewal Term;

(5) Replace Attachment F "Invoice Form" with Attachment F-2019 "2019 Invoice Form;" and

(6) Replace Attachment G-2018 "Inventory of County Property" with Attachment F-2019 "2019 Inventory of County Property."

The attachments listed above (Attachments A through G) are included in this Amendment as Exhibit I, and are hereby made a part of the Agreement, as amended, and constitute promised performance by the Parties in accordance with the terms of the Agreement. The Parties agree that Attachments C-2019, D-2019, and F-2019 may be sample in nature and that these specific forms may be adjusted, added or deleted by mutual agreement of the Parties.

EXHIBIT F

The remainder of Section 5.0 shall remain the same.

(d) Section 13.1.1 is hereby amended for the Sixth Renewal Term by replacing the funding amounts under the "Not-To-Exceed Amount" with the following amounts:

<u>CATEGORY</u>	<u>NOT-TO-EXCEED AMOUNT</u>
Total Amount:	\$ \$4,490,200

(e) Section 13.3, "Cost Model" is hereby amended for the Sixth Renewal Term by adding Section 13.3.3 to read as follows:

13.3.3 The Parties agree that whenever City proposes to add a new program to the Cost Model that would constitute a major change ("Proposed New Program") or to expand an existing program in the Cost Model that would constitute a major change ("Proposed Expansion Program") as defined in Sections 4.5.1 and 6.1.3 (c) of the Agreement, City shall make a reasonable effort to provide one (1) year's notice to County of the scope, performance measures, purpose, and impact to County residents related to the Proposed New Program or Proposed Expansion Program ("Notice"), as applicable. "Reasonable Effort" means, with respect to a given goal, the efforts a reasonable person in the position of City would use so as to achieve that goal as expeditiously as possible. County shall review the Notice and notify City in writing within thirty days whether County agrees to add the Proposed New Program or Proposed Expansion Program, as applicable to the Cost Model. City shall not add the Proposed New Program or the Proposed Expansion Program, as applicable to the Cost Model until it receives written approval from County.

The remainder of Section 13.0 shall remain the same.

All other terms and conditions remain the same, unless modified in an Amendment agreed to by both Parties.

3. **Incorporation.** City and County hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, City and County hereby ratify all the terms and conditions of the Agreement. The Agreement, with the changes made in this Amendment, constitutes the entire agreement between the Parties and supersedes any prior undertaking, written or oral agreements, or representations between the Parties.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the Agreement. This Amendment is effective as of October 1, 2018.

[Signature Page to Follow]

EXHIBIT F

CITY OF AUSTIN

BY: 

Sara Hensley, Interim Assistant City Manager

Date: 10-10-18

AUSTIN PUBLIC HEALTH

BY: 

Stephanie Hayden, Director

Date: 10/16/18

TRAVIS COUNTY

BY: 

Sarah Eckhardt

County Auditor

Date: SEP 18 2018

County Approvals:

As to Legal Form:


Assistant County Attorney

Date: 9/27/2018

Funds Certified By:

SIGNATURE NOT REQUIRED

Date: _____

Nicki Riley, County Auditor

Purchasing: 

Date: 10-2-18

Bonnie Floyd, Purchasing Agent



Amendment No. 4
to
Agreement No. NG160000043
for
Social Services
between
THE UNIVERSITY OF TEXAS AT AUSTIN
and the
CITY OF AUSTIN
(Mama Sana)

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (April 1, 2016 - March 31, 2017)	n/a	\$ 390,000
Amendment No. 1: Exercise Extension Option #1 and add funds to Agreement (April 1, 2017 - March 31, 2018)	\$ 398,970	\$ 788,970
Amendment No. 2: Exercise Extension Option #2 (April 1, 2018 - March 31, 2019)	\$ 398,970	\$ 1,187,940
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 9,974	\$ 1,197,914
Amendment No. 4: Modify Program Exhibits	\$ 0	\$ 1,197,914

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new
Exhibit A.1 -- Program Work Statement. [Revised 9/18/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new
Exhibit B.1 -- Program Budget and Narrative. [Revised 10/10/2018]

4.0 MBE/WBE goals were not established for this Agreement.

5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.


6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

7.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



Digitally signed by Mark Featherston
Date: 2018.10.24 19:51:04 -05'00'

THE UNIVERSITY OF TEXAS AT AUSTIN
Mark Featherston, Assistant Director
Office of Sponsored Projects
101 E. 27th Street, Ste. 5.300
Mail Stop A9000
Austin, TX 78712

Date: 24 Oct 2018

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 11/08/18

Program Work Statement

Contract Start Date

4/1/2016

Contract End Date

3/31/2019

Program Goals And Objectives

To improve birth outcomes and maternal/infant health among vulnerable communities of color in Austin by addressing the unique barriers faced by low-income African-American and Latina women.

Objectives:

- Provide culturally congruent prenatal and birth support services.
- Improve access to care.
- Improve the quality and relevance of care.
- Increased satisfaction with pregnancy, birth, and early motherhood experiences.

Program Clients Served

This project focuses on women of color, LGBTQ and gender non-conforming women, immigrant, and young women. Due to the extremely high incidences of negative outcomes in Austin/Travis County for Black mothers and infants, as well as the disproportionately high number of pregnant Latina women, most of whom have challenges in accessing prenatal care, Mama Sana/Vibrant Woman (MSVW) focuses efforts on making the program more culturally sensitive and contextually relevant to these two groups of pregnant women.

Approved Client Eligibility Exception:

In lieu of the standard eligibility requirements in Exhibit A.3, all women of color who reside within Austin and/or Travis County, including unincorporated areas, are eligible to receive the services provided by the Mama Sana/Vibrant Woman Maternal Health Equity Program. Client information is documented through a "welcome form" at the time of first contact with the client and annually thereafter. The "welcome form" is created by project staff gathering information on identity, race/ethnicity, residency, and income. All applicable staff is trained in the use of the "welcome form", MSVW's more accessible version of an intake form.

Program Services And Delivery

• Birth Support: Culturally congruent and trained para-professionals are available at no cost to clients. Services available offer emotional, physical, and logistical support to the participant during pregnancy, at birth, and in the first 3 months post-partum through the following means:

o Immediate Referrals: To enable women to access and initiate prenatal care quickly, with a first appointment within 10 days of intake.

o Relationship-Building and Social Support: To strategically help build quality relationships and/or social support networks between the women enrolled, staff, and birth companions through ongoing home visits and direct cell phone contact.

o Prenatal Education: Culturally and linguistically specific prenatal education courses available in English and Spanish by providing: 1) two program sites (one Northeast and one Southeast Austin) accessible by public transportation; 2) services occurring in one convenient location at the same time, without waiting or waiting rooms; 3) free children's activities provided during programming; 4) transportation assistance.

Prenatal education is provided primarily in a group setting occurring every other week. Topics covered during prenatal education groups include: stress self-assessment and management, fetal development, discomforts during pregnancy, nutrition and vitamins, exercise and activity, childbirth preparation, breastfeeding, and postpartum and baby care. Group prenatal fitness and nutrition classes are offered weekly.

• Monthly skills/support group (inter-conception education) open to women at different stages of their reproductive life covering topics such as massage for stress reduction, emotional support strategies, parenting strategies, fitness strategies, and navigating the social service system.

• Leadership Development: To provide incentives and support for participants who want to volunteer time to support the program work. The program incorporates intentional leadership development so that participants can become advocates and leaders to advance maternal and infant health for all.

System for Collecting and Reporting Program Data

Trained MSVW staff collect data at baseline and follow-up quarterly (3, 6, 9, and 12 months) at the community sites. Trained interviewers assess all self-reported variables to improve comprehension, accuracy, and avoid literacy-related problems. Program data is entered into a data tracking system. Data is reported quarterly to Austin Public Health through CTK. In

Created 4/19/2016 12:49:00 PM

Last Modified, If Applicable 10/10/2018 9:27:00 AM

Program Work Statement

Contract Start Date 4/1/2016 **Contract End Date** 3/31/2019

addition to reporting the performance measures included in the contract, MSVW includes data regarding the number participants who are at least three months post-partum who maintained breastfeeding exclusively in the agency's annual report to the City.

Performance Evaluation

MSVW readily monitors the program's performance in achieving program goals through status reports on participant recruitment, service delivery, program expenditures, and data outcomes. These reports are reviewed during weekly staff meetings, and monthly meetings with UT staff and the MSVW Board of Directors.

Client performance is measured through metrics related to birth weight, breastfeeding, and pregnancy term length. The measure "Percent of individuals who achieve healthy outcomes as a result of receiving services through Health Equity (Social Service) Contracts" is based on the calculation of how many of their pregnant participants deliver healthy weight singletons, which is characterized by a birth weight of 5.5 pounds or more.

The following services will be performed by University of Texas (UT) staff:

- UT evaluation team is responsible for monitoring outcome evaluation and well as process evaluation by working with MSVW implementation team closely. Monthly evaluation meetings will be held
- UT staff is responsible for maintaining data and analyzing both clinical and impact outcomes
- UT staff is responsible for providing technical support for improving the quality of practice including providing evidence based practice as well as introducing state of art practices and tool kits

Quality Improvement

During the weekly and monthly meetings described above, MSVW staff review program progress and identify any problems or other issues in service delivery. Once issues are identified MSVW implements corrective actions to address any program deficits encountered and continuously monitor progress.

Service Coordination with Other Agencies

The MSVW program coordinators ensure that clients are connected to public benefits when applicable by helping women fill out applications for Medicaid; Children's Health Insurance Plan (CHIP) Perinatal; Medical Access Program (MAP), Women, Infants, and Children (WIC); Supplemental Nutrition Assistance Program (SNAP); and Temporary Assistance for Needy Families (TANF). Coordinators guide clients step-by-step through the process and follow up with them until they receive their benefits. In addition to public benefits, clients are referred and connected to community social service resources, such as employment, food, housing, and legal assistance.

MSVW coordinates with other agencies by receiving clients who need prenatal/intranatal education and support and referring clients who need prenatal care. Although midwifery and medical care services are not provided, Mama Sana is currently working with local doctors and midwives to both refer and receive clients.

MSVW works with Austin Public Health, Travis County, and other maternal and infant programs to develop and implement a plan for coordinated data collection for mutually agreed upon measures to improve community wide data collection and more thoroughly represent the work being done for these populations in the community.

Service Collaboration with Other Agencies

N/A

Community Planning Activities

Members of MSVW have collaborated on the planning and development of the Maternal Infant Outreach Program (MIOP), the Central Texas Perinatal Coalition, the Healthy Texas Babies Initiative, and the March of Dimes Programs Services Committee. All of these collaborative efforts focus on maternal and infant health outcomes. Additionally, MSVW participates in the City of Austin process to develop and implement a city-wide equity tool so that Austin can address policies and procedures that perpetuate inequity.

Program Budget and Narrative

Program Start 4/1/2018

Program End 3/31/2019

	City Share	Other	Total
Salary plus Benefits	\$40,000.00	\$0.00	\$40,000.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subgrantees	\$368,944.00	\$0.00	\$368,944.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$368,944.00	\$0.00	\$368,944.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$408,944.00	\$0.00	\$408,944.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, benefits, employment taxes, and retirement for staff associated with program evaluation and fiscal agent responsibilities

General Op Expenses**Program Subgrantees**

Expenses for services provided through agreement with Mama Sana Vibrant Woman including salaries, benefits, employment taxes, and retirement for staff; programmatic supplies and equipment, office supplies; food and nonalcoholic beverages for clients; transportation assistance for clients including bus passes and payment for cab rides; outreach materials; mileage costs within Travis County; incentives including baby and self-care items for clients participating in the program.

Staff Travel**Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 3
to
Agreement No. NG160000043
for
Social Services
between
THE UNIVERSITY OF TEXAS AT AUSTIN
and the
CITY OF AUSTIN
(Mama Sana)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Nine Thousand Nine Hundred Seventy Four dollars (\$9,974)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (4/1/2016 – 3/31/2017)	n/a	\$ 390,000
Amendment No. 1: Exercise Extension Option #1 and add funds to Agreement (4/1/2017 – 3/31/2018)	\$ 398,970	\$ 788,970
Amendment No. 2: Exercise Extension Option #2 (4/1/2018 – 3/31/2019)	\$ 398,970	\$ 1,187,940
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 9,974	\$ 1,197,914

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 6/26/2018]

Exhibit B.2 -- Program Subgrantees is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subgrantees**. [Revised 7/5/2018]

Exhibit F -- Travis County Interlocal for Public Health Services is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 36 month term shall not exceed the amount approved by City Council, which is **\$1,197,914 (One Million One Hundred Ninety Seven Thousand Nine Hundred Fourteen dollars)**, and **\$408,944 (Four Hundred Eight Thousand Nine Hundred Forty Four dollars)** per remaining 12 month extension option, for a total Agreement amount of \$2,424,746. Continuation of the Agreement beyond the initial 36 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

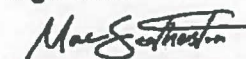
4.1.2.1 For the Program Period of 4/1/2018 through 3/31/2019, the payment from the City to the Grantee shall not exceed \$408,944 (*Four Hundred Eight Thousand Nine Hundred Forty Four dollars*).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



Digitally signed by Mark Featherston
Date: 2018.07.20 16:29:17 -05'00'

THE UNIVERSITY OF TEXAS AT AUSTIN
Mark Featherston, Assistant Director
Office of Sponsored Projects
101 E. 27th Street, Ste. 5.300
Mail Stop A9000
Austin, TX 78712

Date: 20 July 2018

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date:

08/15/18

Program Budget and Narrative

Program Start 10/01/2017
Program End 09/30/2018

	City Share	Other	Total
Salary plus Benefits	\$40,000.00	\$0.00	\$40,000.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subgrantees	\$368,944.00	\$0.00	\$368,944.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$368,944.00	\$0.00	\$368,944.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$408,944.00	\$0.00	\$408,944.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, benefits, employment taxes, and retirement for staff associated with program evaluation and fiscal agent responsibilities.

General Op Expenses**Program Subgrantees**

Expenses for services provided through agreement with Mama Sana Vibrant Woman including salaries, benefits, employment taxes, and retirement for staff; programmatic supplies and equipment; office supplies; food and nonalcoholic beverages for clients; transportation assistance for clients including bus passes and payment for cab rides; outreach materials; mileage costs within Travis County; incentives including baby and self-care items for clients participating in the program.

Staff Travel**Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

Program Subgrantees

***Contract
Term***
Start Date 4/1/2016
End Date 3/31/2019

Subgrantee's Information

Name

Mama Sana/Vibrant Woman

Length of Term

Start Date 4/1/2018

End Date 3/31/2019

City of Austin Funded Amount \$368,944.00

Number of Clients to be Served: 150

Services to be subcontracted

Birth companion training, prenatal education, nutrition education, exercise classes, one-on-one pregnancy/birth support. MSVW provides transportation assistance for clients, incentives in the form of gift cards and food during group meetings.

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INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY FOR PUBLIC HEALTH SERVICES

PARTIES

This Interlocal Agreement ("Agreement") is entered into by the following parties: City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Travis County, a political subdivision of the State of Texas ("County").

RECITALS

City and County have historically operated to collaboratively provide public health and human services throughout Travis County and the City of Austin.

The City of Austin Health and Human Services Department has the authority to perform all public health functions that the City of Austin and Travis County can perform through Texas Health and Safety Code, Chapter 121, and other applicable statutes.

Travis County Health, Human Services and Veterans' Services has the authority to perform all public health functions that County can perform through Texas Health and Safety Code Ann., Section 121.032, and other applicable statutes.

County has the authority to provide for public health, education and information services (Texas Health and Safety Code Chapters 121 and 122, and other statutes), and provision of those services constitutes a public purpose.

County has the authority to provide for the care of indigents and other qualified recipients (Tex. Loc. Gov't. Code, Section 81.027, and other statutes), and provision of those services constitutes a public purpose.

City and County have the authority to enter into an Interlocal Cooperation Agreement through Texas Constitution, Article 3, Sec. 64, and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

Pursuant to the terms of this Agreement, City and County will provide personal, professional and other services for the care of qualified recipients and for public health education and information, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants and payments, the sufficiency of which are acknowledged, City and County agree to the terms and conditions stated in this Agreement as follows:

DEFINITIONS

1.0 **TERMS DEFINED.** In this Agreement, the following terms will have these meanings:

1.1 "Agreement Funds" means all funds paid by County to City pursuant to the applicable terms of this Agreement.

1.2 "Agreement Term" means the Initial Term and/or any subsequent Renewal Term(s) or any other period of time designated in writing as an Agreement Term by the Parties.

1.3 "City Council" means the City Council of the City of Austin, Texas.

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- 1.4 "Commissioners Court" means the Commissioners Court of Travis County, Texas.
- 1.5 "County Auditor" means the Travis County Auditor, or their successor.
- 1.6 "County Purchasing Agent" means the Travis County Purchasing Agent, or their successor.
- 1.7 "Day(s)" means calendar day(s), unless otherwise specifically noted in any individual provision.
- 1.8 "Director" means the Director of HHSD, or their successor.
- 1.9 "County Executive" means the County Executive, TCHHSVS, or their successor.
- 1.10 "Fiscal Year" means that twelve-month time period between any October 1 and the next following September 30.
- 1.11 "HHSD" or "City Department" means the City of Austin Health and Human Services Department.
- 1.12 "Parties" and/or "Party" means the County and/or City.
- 1.13 "Subcontract" means any agreement between City and another party to fulfill, either directly or indirectly, any of the requirements of this Agreement, in whole or in part.
- 1.14 "TCHHSVS" or "County Department" means Travis County Health Human Services & Veterans Services.

GENERAL TERMS.

2.0 **PURPOSE AND SCOPE.** The purpose of this Agreement is to continue to provide those public health services authorized to be provided by County through the collaborative use of City staff and a combination of City and County staff and other resources. The Parties commit to continuing to provide these services throughout the term(s) of this Agreement. The Parties also seek to continue to consider improvements to public health delivery in a way which will maximize the benefits and efficiencies for those persons who need such services in Travis County and the City of Austin.

3.0 AGREEMENT TERM.

3.1 **Initial Term.** The Initial Term of this Agreement begins on October 1, 2013, and shall continue through September 30, 2014, unless terminated earlier in accordance with the terms of this Agreement.

3.2 **Renewal Term.** Unless sooner terminated pursuant to the terms of this Agreement, and upon approval of funding by the Commissioners Court and City Council during their respective budget process relating to any Renewal Term, this Agreement shall renew, only as evidenced by written approval of the Parties, on October 1, 2014, for a term of one year, and each successive October 1 for up to an additional four years, as evidenced each year by written approval of the Parties prior to each renewal, or for any time period agreed to in writing by County and City. The exercise of any option to renew shall continue in full force and effect the terms and conditions of the Agreement except for such changes as are set out in a written renewal or amendment.

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4.0 AMENDMENT

4.1 **Written Amendment.** Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement shall be in writing and signed by the Parties.

4.2 **Acknowledgements as to Amendments.** It is acknowledged by the Parties that no officer, agent, employee or representative of either Party has any authority to change the terms of this Agreement unless expressly granted that authority by the governing entity of that Party under a specific provision of this Agreement or by separate action of that governing entity.

4.3 Budget Submissions for Renewal Terms.

4.3.1 **Initial Budget Submission.** The Parties agree to exchange by April 1 of each year the information necessary to prepare and compile the forthcoming Fiscal Year's budget so that annual costs and expenses associated with the performance of this Agreement may be appropriately considered and budgeted. The "information necessary" will include updated cost model information reflecting updated population numbers; any cost drivers and other forecasting data being utilized by City; that information specified in this Agreement, including that information required in the quarterly and year-end report as set forth in Attachment D; all available projections for the next following fiscal year; and such other information as mutually agreed to by the Parties.

4.3.2 **Supplemental Budget Submission(s).** The Parties agree that the information exchanged under Section 4.3.1 above will be preliminary information and subject to updating and changes made as a result of the budget process of each Party. The Parties agree to communicate additional information between April and September of each year as that additional information becomes available. Final and complete numbers may not be available until, at the latest, September of each year, and will be exchanged at the earliest time possible as they become available.

4.4 **Submission - Amendments.** All requests for all changes, alterations, additions or deletions of the terms of this Agreement or any attachment to it shall be submitted to the County Executive, the Director and the County Purchasing Agent or their designees. Upon agreement by the City Department and County Department, the request will be presented by the County Purchasing Agent to the Commissioners Court and by the Director to the City Council or appropriate City authority for consideration.

5.0 ENTIRE AGREEMENT.

5.1 **Inclusive Agreement.** All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement. The "Interlocal Cooperation Agreement Between City of Austin and Travis County for Public Health Services" effective October 1, 2007, and subsequently amended is terminated as of the effective date of this Agreement.

5.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performance by the Parties in accordance with the terms of this Agreement.

- 5.2.1 Attachment A, Work Statement
- 5.2.2 Attachment B, Cost Model
- 5.2.3 Attachment C, Financial Reports/Form
- 5.2.4 Attachment D, Work Statements and Performance Reports/Forms (Per Program)
- 5.2.5 Attachment E, County Personnel
- 5.2.6 Attachment F, Invoice Form

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- 5.2.6 Attachment F, Invoice Form
- 5.2.7 Attachment G, Inventory of County Property

5.3 Outside Funding. While not specifically included in this Agreement, the Parties acknowledge that each entity secures and utilizes various grants and other funding that contributes to the provision of public health services to residents of the City of Austin and Travis County. As requested, the Parties may exchange information related to such grants in order to better evaluate and coordinate all such services.

5.4 Agreement Communications. City and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Agreement shall initially be presented by and through the County Executive for the County and the Director for the City, or the designee.

6.0 PERFORMANCE.

6.1 Services and Activities.

6.1.1 Program Services. The Parties shall perform the services and activities stated in this Agreement, including the attached Work Statements, either directly or indirectly through Subcontracts, in accordance with the terms and conditions stated in this Agreement. The provision of services by the City under this Agreement does not include services required due to extraordinary or catastrophic events or disasters or that may be required due to changes in state or federal laws or regulations unless specifically provided for herein.

6.1.2 Extraordinary Events. In the event of any extraordinary emergency response or catastrophic event or disaster ("Extraordinary Event"), City Director and County Executive shall mutually agree as to the handling of such Extraordinary Event. At the earliest possible date, such agreement will be reduced to writing and signed by the Director and County Executive, with immediate notice to the City Council and Commissioners Court. County shall not be responsible for any costs for services and activities related to the Extraordinary Event without approval by the Commissioners Court. City and County will make a good faith effort to coordinate and work together to meet the needs of the community related to such Extraordinary Event. To clarify and illustrate, but not limit, examples of the types of events and responses that may be considered an Extraordinary Event include accommodating and assisting hurricane evacuees from other jurisdictions and addressing needs resulting from such things as severe weather events, epidemics, and acts of terrorism.

6.1.3 Coordination of Services and Major Changes in Services.

(a) **Coordination.** Where possible, City and County agree to combine efforts in order to maximize efficiency and effectiveness of personnel and work efforts.

(b) **Review.** City and County will work together to assess and evaluate performance under this Agreement, and to develop mutually agreeable plans to improve the system of public health provided under this Agreement based upon those reviews of the effectiveness of the program operated by the City. Such review will take place following the provision of the quarterly and end-of-year reports by City according to Attachment D, and at any time that either Party presents a need for review and consideration of identified problems or issues.

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(c) Major Changes.

(i) Annual Major Changes. City and County agree that any major changes in programs/service/activities provided under this Agreement will be discussed by the Parties and agreed to during the budget process prior to each Renewal Term and agreed to only by written amendment to this Agreement.

(ii) Major Changes in an Agreement Term. No major changes in ongoing programs/services/activities provided to County under this Agreement will be made by City during an Agreement Term without prior written approval by County in the form of a written amendment to this Agreement. "Major" changes will be defined basically as any change which would increase or decrease program performance or cost by more than twenty-five percent (25%). "Program" will be defined as those program areas described in Attachment A, Work Statement, Sections III., A - L.

(iii) Changes Required by Law. The Parties agree that any change in the terms of this Agreement required by a change in federal, state, or local law, rule or regulation will be automatically incorporated herein effective on the date designated by such law, rule or regulation.

(iv) Failure to Agree. Either Party may seek termination under Section 14.2.1 if that Party is unable to conform to such changes required by federal, state and local laws or regulations or unable to agree to other major changes as set forth in this Section 6.1.3.

(v) Minor Changes. Any minor change ["minor" being defined as a change which would increase or decrease program performance or cost by more than ten percent (10%)] will be noted by City in each quarterly report for discussion with County as requested.

6.2 Supplies and Equipment.

6.2.1 Jointly Provided. County shall retain title to that equipment listed in Attachment G, "Inventory of County Property." City shall make such County Property available to County annually for inventory purposes and provide assistance pursuant to Section 6.4. City shall provide all other necessary supplies and equipment and shall provide for the maintenance of all such supplies and equipment (including that property owned by County).

6.2.2 Replacement.

(a) Capital Acquisition Property. For purposes of this Agreement, "Capital Acquisition Property ("Property") shall be considered to be any tangible, non-expendable property with a value of more than five thousand dollars (\$5,000.00). Only property within this definition will be considered for reimbursement by County under this Agreement.

(b) Cost to the City of Property required because of replacement or because of expanded services shall be:

(i) approved by City and County in the budget process related to the year in which the equipment will be purchased; and

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(ii) charged to County in the year that the equipment was purchased. The County's responsibility for cost of equipment will be based on the percentage of the residents living in the unincorporated areas of Austin/Travis County.

(c) such purchases shall be made subject to the mutual agreement of the Parties as to the need, purchase price, and proportionate share of County.

(d) The County shall determine and be responsible for the disposition of County equipment that has been replaced. The City shall determine and be responsible for the disposition of City equipment that has been replaced.

(e) In the event of termination of this Agreement by either Party prior to the completion of the useful life of the asset, the Parties will mutually agree to settlement of costs related to such asset.

6.3 Fees.

6.3.1 Fees. City shall charge only those fees authorized by the County to be charged for the services to be provided by City under this Agreement in accordance with County policies and applicable law. No change in those fees or additional fees will be collected by City without prior approval of the Commissioners Court. The City shall have no duty to collect unpaid fees. In the event the City undertakes collection efforts pursuant to written authority by County, the City's costs shall be separately billed and paid according to the written authorization by County.

6.3.2 Payment to County. City shall deposit fees as they are collected to a designated County account. Fee deposit forms and/or receipts will include the following information:

Receipts: Payor information (Name -individual or company; phone number (if provided by payor); payment method; amount received; amount applied; department (HHSD); other receipt details if available.

Fee Deposits: Amount; purpose of fee or program for which fee collected; permit receipt number; payor check number; amount - check or cash; other, where available; copy of deposit slips; copy of check.

City shall make available (for inspection or copying) itemized deposit records as they are maintained by City.

6.3.3 Supporting Documentation for Collections. City shall make available to County, for viewing and copying, copies of the supporting documentation for any billing or collection (subject to Section 6.3.1) to be undertaken by the County or on its behalf.

6.3.4 Changes in County Fees. City understands and agrees that any changes in County fees charged under this Agreement must be processed according to County policies and procedures and applicable laws, including public hearings and Commissioner Court approval. No change in any County fee will be made without written notice from County of the completion of such process and the identification of the changes in fees.

6.4 County Property.

6.4.1 Annual Inventory. City shall provide an annual written inventory regarding all property received from the County to the County Purchasing Agent, with a copy to the County

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Executive, pursuant to Section 6.2, and certifying the continued use of such property. Such inventory shall be reviewed by County and subject to County acceptance and approval.

6.4.2 Discontinued Use. Should County property or equipment (as listed in Attachment G) be deemed to no longer be of service or serviceable, City shall return such property to the County or request written disposition instructions. Property returned to the County shall be returned subject to ordinary wear and tear. When use of County property (as listed in Attachment G) is discontinued, City will obtain an appropriate replacement (which will be City property) pursuant to Section 6.2.2, and cost to County for such property will be as calculated under Section 6.2.2(b).

6.4.3 Responsibility. City shall take reasonable measures to protect County property provided under this Agreement.

6.4.4 Loss or Damage. City shall furnish County with a written, factual report of the theft, loss of, or damage to any County property by providing written notice to the County Executive with a copy to:

Travis County Risk Management
P. O. Box 1748
Austin, Texas 78767

Fixed Asset Manager
Travis County Purchasing Office
P. O. Box 1748
Austin, Texas 78767

In the event of any theft, vandalism, loss or other offense against the property, City shall notify the appropriate local law enforcement authorities and County immediately following such incident. The City shall repair or replace any County property lost or damaged due to the City's fault. Determination as to whether to repair or replace shall be the decision of City, with consultation with and agreement of County. County shall notify City in writing of such agreement (or disagreement) with the City's proposal within thirty (30) days of receiving written notification; if County does not notify City of County's decision within that thirty (30) day period, County will be presumed to have consented to City's recommendation. Any deficiency or delay in performing services under this Agreement due to a delay in repairing or obtaining replacement equipment shall not be deemed a default of this Agreement.

6.5 Insurance. City and County acknowledge and agree that each Party is self-insured and will maintain such coverage at a level sufficient to cover the needs of City and County, respectively, pursuant to applicable generally accepted business standards. Each Party shall require all subcontractors providing services under this Agreement to have insurance coverage sufficient to cover the needs of the Parties and/or subcontractor pursuant to applicable generally accepted business standards, and to indemnify the City and the County for any and all claims arising from and relating to their performance under the respective subcontracts.

6.6 Liabilities and Claims.

6.6.1 Liability. City shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. County shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the City or its employees in relation to this Agreement. City and County acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

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6.6.2 Claims Notification. If City or County receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against City or County in relation to this Agreement, City or County shall give written notice to the other Party of the claim or other action within three (3) working days after being notified of it or the threat of it. The notice shall include: the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 19.0 of this Agreement. Except as otherwise directed, City or County shall furnish to the other Party copies of all pertinent papers received by the notifying Party with respect to these claims or actions.

6.7 Acknowledgements, Warrants, and Assurances.

6.7.1 Eligible Client Warranty. The Parties agree that, where any services provided under this Agreement are based upon specific eligibility requirements, County will provide the City with such requirements as a part of Attachment A, Work Statement.

6.7.2 Accurate Information. City warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such information shall not constitute nor be deemed a release of the responsibility and liability of City, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by City, its employees, agents, or associates.

6.7.3 No Duplication. City acknowledges and agrees that City will not accept payments from other sources for the same services paid for by County for the provision of services hereunder.

6.8 Personnel. To the extent County employee positions listed in Attachment E are engaged in directly providing services that would otherwise be provided by the City under this Agreement, the City shall make an appropriate adjustment in calculating total program costs to the County. At such time as the positions as listed become vacant, the City shall hire replacement personnel to provide the work or services and an adjustment to the cost and payment terms of the Agreement shall appropriately be made. It is understood that the costs of these personnel (with necessary adjustments) will be reflected as credits to County in the invoices for payment provided by City to County under Section 13.2, unless or until such positions are transferred to City. As long as such employees are employed by County, and during any Renewal Term, the Parties understand and agree that the employees referenced under this Section 6.8 will receive from County as a part of their compensation, cost-of-living increases approved by City during any budget process for the next Fiscal Year.

6.9 Forms - W-9 Taxpayer Identification Form. City shall provide the County Purchasing Agent with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor, and with immediate notice of any changes to said forms. City understands that this W-9 form must be provided to the County Purchasing Agent before any Agreement Funds are payable.

6.10 Materials and Publications. City and County, as appropriate, must comply with the applicable standard patent rights clauses in 37 Code of Federal Regulations, Section 401.13 or Federal Acquisition Regulations, Section 52.227.1. All reports, charts, schedules, or other materials submitted by

either Party under the terms of this Agreement, and all work performed under this Agreement shall be the property of the creating Party. Either Party may publish the results of this Agreement performance at their own expense with notice to the other Party. Any publication or other use shall include acknowledgement of any support received from the other Party and the appropriate reference to any copyright. Subject to rights of third parties and compliance with confidentiality or privacy laws, each Party hereby grants the other Party an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise and make disposition of, prepare derivative works from, distribute to the public, to perform and display publicly, for or on behalf of that Party according to law, any material (including software) that may be developed as part of the work under this Agreement, provided that it is an original work of authorship under the U. S. Copyright Act. Each Party shall provide the other party with a courtesy copy of any publication made using the charts, schedules, seal, logo or other materials of the other party prior to publication or distribution. If County owns the copyright, any publication should include "© Travis County, P. O. Box 1748, Austin, Texas, 78767, (the year of publication), All Rights Reserved." If City owns the copyright, any publication should include "© City of Austin Health and Human Services, P. O. Box 1088, Austin, Texas, 78767, (the year of publication), All Rights Reserved."

6.11 Miscellaneous Responsibilities.

6.11.1 Employee Offenses. City will, and will require all subcontractors to, conduct criminal background checks (in accordance with City's standard process) on the following HHSD job applicants and employees ("employee" being defined under this Section as including all employees, volunteers, or other persons working under the direction of City or County, respectively, in the provision of services under this Agreement in a manner which involves direct Client contact) who will perform services under this Agreement: (a) those who work with youth; and (b) clinical social workers. In addition, City and County will make a good faith effort to ensure that no employee having direct client contact has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code. For any job applicant or employee who will come into contact with youth, the criminal background check conducted by the City will comply with Sections 411.129 and 411.1410 of the Texas Government Code, and all applicable laws.

6.11.2 Qualifications. If specific qualifications are set forth in the job descriptions required by either Party, or attached to any position related to providing of services under this Agreement, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the other Party.

7.0 COMPLIANCE.

7.1 Federal, State and Local Laws. City shall provide all services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 (S.933) ("ADA"); Chapter 73, TEXAS ADMINISTRATIVE CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA). City shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Agreement services and activities, City will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U. S. Department of Health and Human Services and the Texas Department of State Health Services.

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7.2 Confidentiality.

7.2.1 **Method.** Each Party shall secure the confidentiality of records and other information relating to clients served in accordance with the applicable Federal, state and local laws, rules and regulations and applicable professional ethical standards. This provision shall not be construed as limiting the right of access to otherwise disclosable client information.

7.2.2 **Limited Access.** Prior to a scheduled monitoring or audit, each Party agrees to submit to the other Party in writing any relevant requirement precluding that Party's access to client information including the correct citation of the legal authority on which the limiting Party relies to support its claim that the other Party is prohibited from access to the client information.

7.2.3 **Masking.** Upon authorization from either Party to render client files anonymous, the other Party agrees to mask information identifying clients in a way that will not obstruct the authorizing Party's monitoring and evaluative duties in any way.

7.2.4 **Privacy.** Each Party shall comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law, and shall maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records.

7.3 County Rules/Policies

7.3.1 **Applicable County Rules/Policies.** In provision of services related to local rules and regulations, City shall administer and enforce County rules and policies within the unincorporated areas of the County (and the ETJ, where applicable). County agrees that said rules and policies will be written in compliance with all applicable federal, state and local laws, rules and regulations. County has provided City with current copies of all relevant rules/policies, and will provide City with copies of any amendments to those rules/policies. City may notify County of any issues with said policies by giving written notice including a description of that issue and recommended resolution. Such notice shall go to the County Executive with a copy to the County Attorney. County shall notify City in writing of such agreement (or disagreement) with the City's proposal for resolution at the earliest possible date, but no more than thirty (30) days of receiving written notification; if County does not notify City of County's decision or need for further review within that thirty (30) day period, County will be presumed to have consented to City's recommendation. If requested by County, City will work with County in the event that resolution of the issue requires an amendment to the County policy or this Agreement in order to allow sufficient time for consideration by the Commissioners Court.

7.3.2 **Imminent Threat.** If the City believes an imminent threat to public health or safety exists and a County policy or rule does not authorize prompt action, notice shall be provided to the County Judge, County Executive and County Attorney by confirmed facsimile, electronic mail or personal delivery, and the County Executive or her designee shall immediately respond to City and provide direction. The parties agree that City staff shall not be required to enforce a policy or rule that does not comply with applicable laws or regulations, and failure to enforce a policy or rule in such circumstance shall not be deemed a default under this Agreement.

8.0 RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS.

8.1 **Retention and Maintenance of Agreement Records.** City shall create and maintain all records and reports required and/or created relevant to performance under this Agreement, including but not

limited to those specifically set out in this Section 8.0 (and all other applicable provisions of this Agreement), including all fiscal records, documentation about operations and documentation for all expenditures pertaining to this Agreement, and all operational and statistical reports related to performance in a readily available state, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County. Such creation, maintenance and retention of records by City shall be in accordance with the schedule and requirements of City established pursuant to Local Government Records Act, Texas Local Government Code, Chapters 201 – 205, and the City of Austin Code, Chapter 2-11, and other applicable laws and regulations. City will provide County with a copy of such schedule annually.

8.2 Maintenance of Client Records.

8.2.1 Medical. City shall maintain all medical records in accordance with all applicable statutes and regulations governing medical information.

8.2.2 Other. If eligibility determinations are made under Section 6.7.1, then City will create and maintain records regarding such eligibility determination as specified by County under Section 6.7.1 pursuant to the requirements of Section 8.1 above.

8.3 Access. Subject to all applicable laws, City shall give County, and County shall give City or any of their respective duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers, things or property belonging to or in use by City or County, respectively, pertaining to this Agreement at reasonable times and for reasonable period. These rights to access shall continue as long as the records are required to be retained by City and/or County, and for any additional time period that the records are retained by City and/or County. If there is any incident in which claims are made against the County or any County employee, or City or any City employee, as a result of the activities performed under this Agreement, the Party against whom the claim is made shall give the duly authorized representative(s) of the other Party full and reasonable access to and the right to examine documentation related to this matter at reasonable times and for reasonable periods. These rights to access shall continue until all claims are resolved or and according to the requirements of Local Government Records Act, Texas Local Government Code, Chapters 201 – 205, and the City of Austin Code, Chapter 2-11, and other applicable laws and regulations.

9.0 REPORTING REQUIREMENTS

9.1 Quarterly Performance/Financial Reports. City shall submit quarterly performance and financial data to the County as set forth in Attachment C and D within thirty(30) days after the end of the Term to which the report relates.

9.2 Annual Performance Close-Out Report. City shall deliver a performance close-out report to the County as set forth in Attachment D. This close-out report shall be submitted to County with the last quarter performance report.

9.3 Corrections. City agrees to correct or revise any errors, omissions or other deficiencies in any reports or services provided by the City to ensure that such reports and services provide accurate information. City shall make the required corrections or revisions without additional cost to County.

9.4 Legal Prohibition. If City is legally prohibited from providing any required or requested reports, it shall immediately notify County, through County Department, in writing of this fact. Such notice shall include specific identification of the basis of the prohibition, including statutory citations as applicable, and shall be reviewed by County for final resolution.

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9.5 Additional Reports. County may make, and City will respond to, reasonable requests by County for City to produce additional reports based on available information. The Parties shall mutually agree to the timing, content and format of such reports.

9.6 Changes. City shall promptly provide County with written reports of any changes in any of the information, reports and/or records provided to County pursuant to this Agreement.

9.7 Annual update to Commissioners Court. As part of the year-end report, upon request by County, City will create a report covering service provision and program performance to be presented to the Commissioners Court. Scheduling will be coordinated with County Department, with provision for bioterrorism and other confidential matters update to be presented in Executive session as permitted under the Texas Open Meetings Act, Texas Government Code, Chapter 551, and other applicable laws.

10.0 NON-WAIVER

10.1 County Approval.

10.1.1 County's Satisfaction. The Parties expressly acknowledge and agree that County shall not be responsible for the cost of any services provided under this Agreement that are not substantially performed according to the terms of this Agreement and with County's approval, which shall not be unreasonably withheld.

10.1.2 Responsibility and Liability. Approval of County of any service, report or other performance by City under this Agreement shall not constitute nor be deemed a release of the responsibility and liability of City, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by City, its employees, agents, or associates.

11.0 PRIOR DEBTS. County shall not be liable for: costs incurred or performances rendered by City under this Agreement before or after the Agreement Term, although the Parties agree that this Agreement shall not affect County's obligation to pay City for services provided prior to the effective date of this Agreement under the terms of the previous agreement between City and County; expenses not billed to County within the applicable time frames set forth in this Agreement; or any payment for services or activities not provided pursuant to the terms of this Agreement.

12.0 LIMITATIONS.

12.1 Current Revenue Funds. County shall make payments for services provided as performance of governmental functions under this Agreement from current revenue funds available to County and set aside for this purpose. The payment is in an amount that fairly compensates City for the services or functions performed under this Agreement.

12.2 Immunity or Defense. It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of City or County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decision to compensate by the other Party; nor will such action by one Party operate to incur any expense or charge to the other Party.

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12.3 Training. The Parties agree, to the extent possible, to extend opportunities for training to each other's personnel on matters relevant to each department's functions on a space available basis.

FINANCIAL PROVISIONS

13.0 AGREEMENT FUNDS.

13.1 Fixed Price.

13.1.1 Initial Term Agreement Funds Amount. In consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement, and subject to other applicable provisions of this Agreement, County shall pay the City the following amount during the Initial Term:

<u>CATEGORY</u>	<u>NOT-TO-EXCEED AMOUNT</u>
GROSS Total:	<u>\$ 3,122,526.00</u>
LESS Personnel Credit:	<u>\$ 59,633.00</u>
NET Total:	<u>\$ 3,062,893.00</u>

City expressly acknowledges and agrees that the sum stated in this Section 13.1.1 is the not-to-exceed amount to be paid by County to City during the Initial Term unless an increase in the County budget for this Agreement is approved by Commissioners Court and this Agreement is appropriately amended. The amount is a not-to-exceed fixed cost provided by ATCHHSD in April of each year and modified through September with the approved City budget amount. The Parties agree that the amount provided in April of each year will be preliminary information and subject to updating and changes made as a result of the budget process of each Party. The Parties agree to communicate additional information between April and September of each year as that additional information becomes available. Final and complete numbers may not be available until, at the latest, September of each year, and will be exchanged at the earliest time possible as they become available.

13.1.2 Fiscal Year Limitation.

(a) City expressly acknowledges and agrees that County funding obligations can ONLY be incurred for the portion of the Agreement Term corresponding to a time period included in the approved budget for any one Fiscal Year unless services are requested (and approved in writing by Amendment to this Agreement) outside of the scope of the Agreement.

(b) In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Payments by County during the Initial Term or any Agreement Term shall be subject to the Fiscal Year limitations applicable to this Agreement under Section 13.0. In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate the City to provide services outside of the Scope of this Agreement.

(c) City understands and agrees that funds that apply to any subsequent Fiscal Year are contingent upon approval of such funding for this Agreement by the Commissioners Court in the budget process related to that Fiscal Year. This Section 13.1.2 shall apply to any future Agreement Term(s) within the Fiscal Year dates applicable to that Agreement Term.

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13.2 Payments to City.

13.2.1 Quarterly Payment Dates. City shall invoice the County on a quarterly basis an amount which will reflect actual expenses incurred up to that period on or before the following dates of each Agreement Term:

- (a) January 31 (covering October 1 – December 31)
- (b) April 30 (covering January 1 – March 31)
- (c) July 31 (covering April 1 – June 30)
- (d) October 30 (covering July 1 – September 30)

County shall pay City the amount invoiced within 30 days of receipt of a complete and correct invoice.

13.2.3 Quarterly Invoice. On or before the last day of the months as set forth in Section 13.2.1 (a) - (d) above for payment, City shall provide County with quarterly invoices utilizing the form attached to this Agreement as Attachment F showing the invoiced quarterly amount, the assigned quarterly credit for personnel, and other information as set forth in the invoice form.

13.3 Cost Model.

13.3.1 Cost Model.

(a) **General.** City and County agree that the determination of costs for public health services under this Agreement have been made using a dual approach. For most public health services, the costs to County will be based upon the Travis County population-based percentage; however, for those services described in Subsection (c) below, the cost will be based on a combination of the population-based percentage and the cost allocation method described in subsection c.

(b) **Population Based.** The annual fixed price for public health services will be allocated based on the Travis County population percentage (provided on a yearly basis by the City Demographer), except as set forth in subsection (c) below. The Travis County population percentage will be calculated as described in Attachment B. County will be provided with a written copy of the methodology and calculations used by the City Demographer annually. Upon request by County, such methodology and calculations may be negotiated and revised by mutual agreement of the Parties.

(c) **Dual Approach.** The dual approach combining population and cost allocation will be utilized for Environmental Health Services. For this area, the fixed price will be calculated using a combination of the Travis County population percentage and a cost allocation method based on the percent of activities in the County food establishments.

County's portion of the fixed cost will be allocated as follows:

- a. Seventy Percent (70%) of County's portion will be based on cost and the % of activities in County food establishments in the unincorporated areas of the County:
 - # of permitted food establishment activities
 - located in unincorporated Travis County
 - $.70 \times \text{Cost} \times \text{total \# of permitted food establishment activities}$
 - in Austin/Travis County

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b. Thirty Percent (30%) of County's portion will be based on population percentage:

.30 X Cost X County population percentage

c. County portion will be determined by applying the total from subsections "a" and "b" above.

(d) Application. The Parties agree that the Travis County population percentage calculation and the cost allocation methodology set forth in this Section 13.3.1 applies to the Initial Term and the first Renewal Term of this Agreement but is subject to re-negotiation as to any later Renewal Terms(s) based, in part, upon performance data received related to each Term. The Parties agree that the population based percentages will be updated annually based on current figures. The parties agree to work together in order to evaluate and develop the most efficient and effective provision of services in the community as a whole.

13.3.2 The cost model does NOT include, either directly or indirectly, any of the following:

(a) Other Post Employment Benefits (OPEB) for City employees whether or not those costs are for current year benefits, prior year benefits, or future year benefits;

(b) employee recognition, rewards or awards other than performance pay documented pursuant to Council adopted compensation schedules;

(c) entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection (c) notwithstanding, the cost model WILL allow for payment for meal and beverage expenses for employees incurred during out-of-town trips or conferences related to services provided under this Agreement and incurred according to the City travel policy (a current copy of which has been provided to County; copies of amendments will be provided to County whenever changes are made).

(d) legislative consultant services;

(e) donations to non-profit or private organizations;

(f) legal services (the Parties agree that the City has no obligation to provide legal services to County under this Agreement);

(g) consulting services. This subsection (g) notwithstanding, the cost model WILL allow for payment for consulting services related to services provided within the scope of this Agreement.

14.0 TERMINATION.

14.1 Breach or Default - Option to Cure. Termination for breach or default shall be as follows:

14.1.1 Actions of Breach/Default. Actions of breach or default of a material term of this Agreement shall include, but not be limited to the following where such action substantially impairs the value of the Agreement as a whole to the non-breaching/defaulting Party:

(a) for City: failure to provide or make available the services to be provided under this Agreement; failure to timely submit required reports, records, or notification; failure to

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make corrections as required by this Agreement, and/or actions by City that would reasonably cause the Commissioners Court to believe that City is not using Agreement Funds in compliance with the terms of this Agreement, thereby necessitating a financial review or performance evaluation;

(b) for County: failure to timely submit any report, record or notification and failure to make timely payment.

14.1.2 Notice of Breach/Default. If either Party shall breach or be in default as set forth in Section 14.1.1, the other Party may provide written notice pursuant to Section 19.0, "Notices," to the breaching or defaulting Party, specifying the breach or default and requested correction.

14.1.3 Cure. Upon receipt of notice of breach/default under this Section 14.0, the Party receiving such notice shall have forty-five (45) calendar days in which to cure the alleged breach/default. If more than forty-five (45) days are required to cure such default or breach, a reasonable extension of such time may be established, provided both Parties agree in writing as to the time period to be substituted.

14.1.4 Failure to Cure. If the breaching/defaulting Party fails to cure the alleged breach/default within the time period under Section 14.1.3, the non-breaching Party may then, with written notice:

- (a) re-negotiate an extension of time for cure;
- (b) agree to continue performance under the terms of the Agreement; or
- (c) provide notice of termination pursuant to Section 14.3.2.

14.1.5 Liability for Repayment. City shall be liable to County for money paid and/or advanced to City by County under this Agreement upon a failure by City to provide or make available the services to be provided under this Agreement and a failure to cure under Section 14.1. Return of funds under this Section 14.1.5 shall be made by City to County within thirty (30) days of request by County.

14.2 Other Reasons for Termination. A Party may terminate this Agreement if:

14.2.1 it is unable to conform to changes required by federal or state laws or regulations;

14.2.2 during the budget planning and adoption process, the governing body fails to provide funding for this Agreement for the Fiscal Year following the beginning of that Agreement period.

14.2.3 such termination is provided for under any provision of this Agreement. Notice of termination under this Section 14.2 shall be given in writing as soon as the Party terminating becomes aware of the event warranting termination under this Section 14.2.

14.3 Notice of Termination.

14.3.1 Notice - Termination for Convenience. Either Party may terminate this Agreement, in whole or in part, without cause, if the Party wanting to terminate the Agreement notifies the other Party in compliance with the Notice provisions of this Agreement of the decision to terminate this Agreement, the effective date of termination, which must be at least six (6) months (or any time

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period agreed to in writing by the Parties) after that notice, and, in the case of partial termination, the portion of the Agreement to be terminated.

14.3.2 Notice - Termination for Other Reasons. For termination under Sections 14.1 or any applicable provision of this Agreement, the terminating Party shall notify the other Party in compliance with the Notice provisions of this Agreement of the decision to terminate this Agreement, the effective date of termination, which must be at least ninety (90) days (or any other time period agreed to in writing by the Parties) after that notice, and, in the case of partial termination, the portion of the Agreement to be terminated.

14.4 Limitation on Termination. Nothing in the above Sections 14.1 and 14.2 prevents or prohibits either Party from taking any other action provided for under the terms of this Agreement or allowed by law.

14.5 Mutual Termination. Any Party has the right to terminate this Agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination, the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Agreement to be terminated.

14.6 Results of Termination.

14.6.1 Post-Termination Costs. County shall not be liable to City or to City's Subcontractors, for costs incurred after the effective date of termination of this Agreement. County shall not under any circumstances be liable to City's Subcontractors for any payments under this Agreement.

14.6.2 Continued Liability. Notwithstanding any exercise by a Party of its right of termination under the provisions of this Agreement, a breaching Party shall not be relieved of any liability to the other Party for damages caused by virtue of any breach of this Agreement.

14.6.3 Transition. Where applicable, at the end of the Agreement Term or following any other Agreement termination, each Party shall, in good faith and in reasonable cooperation with the other Party, aid in transition to any new arrangement or provider of services which have been provided under this Agreement.

15.0 FINANCIAL AUDIT AND MONITORING

15.1 County/City Audit. County reserves the right to conduct an annual financial audit of City's performance of this Agreement. City agrees to permit County, or its authorized representatives, to audit and copy at its expense City's records that relate to this Agreement and to obtain any documents, materials, or information relating to this Agreement which are necessary to facilitate such audit. City reserves the right to conduct an annual financial audit of the County's performance of this Agreement. County agrees to permit City or its authorized representatives, to audit and copy at its expense County's records that relate to this Agreement and to obtain any documents, materials or information relating to this Agreement which are necessary to facilitate such audit.

15.2 Facilitation. City shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 15.0 that County may reasonably require of City. County shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 15.0 that City may reasonably require of County.

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15.3 County/City Monitoring.

15.3.1 Review of Records. City shall give County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers, things or property belonging to or in use by City pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by City and for any additional time period that the records are retained by City.

15.3.2 Adjustment in Records. City and County agree to work together to develop and agree to reporting requirements, including the creation, maintenance and submission requirements that will allow County to more precisely evaluate the actual benefits of services and activities provided under this Agreement.

16.0 MISCELLANEOUS PROVISIONS.

16.1 No Joint Enterprise. The relationship of County and City under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. No employee of City shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. No employee of County shall be considered an employee of City or gain any rights against City pursuant to City's personnel policies. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party. The Parties expressly agree that each Party is an independent contractor, and that each Party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor.

16.2 Authority to Obligate. It is acknowledged by City that no officer, agent, employee or representative of County other than the Commissioners Court has any authority to sign any document or make any type of agreement obligating County unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action by Commissioners Court.

16.3 Employees. Except as specified in Section 6.8, this Agreement shall have no effect upon the personnel policies of the City or County; or employment status or benefits of any City or County employee. Each Party retains all authority and liability related to the employment of that Party's employees. This Agreement does not create an employment contract between the City or County and/or individuals with respect to continued employment or the provision of any benefit. Each Party acknowledges that the other Party intends that each employee is at will, and that either the employee or the City or County can terminate the employee's employment for any reason and at any time, with or without notice. The Parties shall not have any contractual or statutory liability for any employee of the other Party.

17.0 SUBCONTRACTS.

17.1 City Responsibility.

17.1.1 Subcontractor Compliance. City is wholly responsible to County for the performance under this Agreement, whether such performance is provided directly by City or indirectly by any subcontractor, and shall monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that shall be available for inspection by County. City shall ensure that its Subcontractors comply with all applicable terms of this Agreement (including terms related to records and reports) as if the performance rendered by the Subcontractor was being rendered by City. City shall inspect all Subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the

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terms of this Agreement. City shall provide County with copies of any subcontract under which Agreement services are provided upon written request by County. Subcontracts shall include provisions ensuring that: Subcontractors will receive no duplicate payments from other sources or under other contracts for services/participants provided under this Agreement; that Subcontractor will cooperate with any County inquiries related to Agreement services; that Subcontractor agrees to comply with all laws and terms of this Agreement; and that City is solely responsible for payment.

17.1.2 Level of Service. City will ensure the provision of timely and quality professional services by individuals, agencies, or other Subcontractors which meet or exceed applicable licensing and regulatory standards applicable to the service provided and will provide County relevant documentation of such licenses and certifications upon request.

17.2 Agreement Limitation. This Agreement sets out the agreements and obligations between County and City only, and does not obligate County in any way to any of City's Subcontractors, nor to any other third party. This Agreement creates no third party beneficiary rights as between County and any of City's Subcontractors.

17.3 Minority Business Representation. City agrees to make a "good faith" effort to take all necessary and reasonable steps, in accordance with City's Minority and Women Owned Business Program (a copy of which has been provided to County, with changes to be provided as made) to ensure that minority businesses are given the maximum opportunity to be Subcontractors under this Agreement where such Subcontractors exist. City must report all expenditures made to minority Subcontractors to the County Purchasing Agent upon written request.

17.4 Payment to Subcontractors. City shall make its best effort to pay Subcontractors in a timely manner and shall make such payment pursuant to applicable law.

18.0 PERFORMANCE MONITORING. County shall have the right to perform periodic on-site monitoring of City's (and City's Subcontractor's) compliance/performance with the terms of this Agreement, and of the adequacy, effectiveness and timeliness of City's performance under this Agreement at reasonable times. Such monitoring visit may include review of any and all performance activities as well as any and all records or other documentation (including financial) maintained in relation to City's performance under this Agreement. City agrees to permit County, or its authorized representatives, to audit and copy at its expense City's records that relate to this Agreement and to obtain any documents, materials, or information relating to this Agreement which are necessary to facilitate such audit. Within thirty (30) days of each monitoring visit, County shall provide City with a written report of the monitor's findings. If the report notes deficiencies in City's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by City as mutually agreed to by City and County. City shall take action specified in the monitoring report prior to the deadlines specified. City will include the above right to monitor provision in any Subcontract(s) entered into under this Agreement.

19.0 NOTICES.

19.1 Requirements. Except as otherwise specifically noted herein, any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

19.2 County Address. The address of County for all purposes under this Agreement shall be:

Sherri Fleming, County Executive (or her successor)

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Travis County Health, Human Services and Veterans Services
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

Cyd Grimes (or her successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

19.3 City Address. The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Marc Ott (or his successor in office)
City Manager
P. O. Box 1088
Austin, Texas 78767

With copy to (registered or certified mail with return receipt is not required):

Carlos Rivera
Health and Human Services Director (or his successor)
City of Austin
P. O. Box 1088
Austin, Texas 78767

and

City Attorney
301 West Second Street, Fourth Floor
Austin, Texas 78701

19.4 Change of Address. Each Party may change the address for notice to it by giving written notice of the change. Any change of address by City, including a change in the City's authorized representative, shall be reported to the County Executive and the Purchasing Agent within twenty (20) days of the change. Any change of address by County, including a change in the County's authorized representative, shall be reported to the Director within twenty (20) days of the change.

20.0 PROHIBITIONS.

20.1 Conflict of Interest. In performing duties under this Agreement, City employees shall comply with the conflict of interest requirements and ethics provisions set forth in the Austin City Code, Article 4, a copy of which has been provided to County, as well as with the conflict of interest provisions in Chapter 171 of the Texas Local Government Code.

20.2 Solicitation. City warrants that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by City to

secure business. For breach or violation of this warranty, County shall have the right to terminate this Agreement without liability, or, in its discretion, to, as applicable, add or to or deduct from the Agreement price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.3 Gratuities. County may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by City or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from City a sum equal in amount to the cost incurred by City in providing such gratuities. City's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors.

20.4 Nepotism. City agrees that it will comply with TEX. GOVERNMENT CODE ANN., Ch. 573, by ensuring that no officer, employee or member of the governing body of City shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

21.0 ASSIGNABILITY.

21.1 Written Approval. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by City that no officer, agent, employee or representative of County has any authority to assign any part of this Agreement unless expressly granted that authority by the Commissioners Court. Submission of a request by City for approval under this Section 26.1 shall be made in writing to the Purchasing Agent with a copy to the County Executive. Submission of a request by County for approval under this Section 26.1 shall be made in writing to the Director.

21.2 Binding Agreement. This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Agreement.

22.0 LEGAL AUTHORITY. The person or persons signing this Agreement on behalf of each Party warrants that he, she or they have been duly authorized by their respective entities to sign this Agreement on behalf of the entity and to bind the entity validly and legally to all terms, performances, and provisions in this Agreement. Each Party warrants that the Party possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services that Party has obligated itself to perform under this Agreement.

23.0 INTERPRETATIONAL GUIDELINES.

23.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that the City or County has declared a holiday for its employees, these days shall be omitted from the computation.

23.2 Numbers and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

23.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Agreement.

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24.0 OTHER PROVISIONS.

24.1 Survival of Conditions. Applicable provisions of this Agreement shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

24.2 Non-Waiver of Default. One or more acts of forbearance by any Party to enforce any provision of this Agreement or any payment, act or omission by any Party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default which then exists or may subsequently exist.

24.3 Reservation of Rights. If any Party to this Agreement breaches this Agreement, the other Party(ies) shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of City and County under this Agreement are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to County or City under it. The exercise or failure to exercise any right or remedy in this Agreement of City or County or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants and conditions of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

24.4 Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas, or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

24.5 Severability. If any portion of this Agreement is ruled invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of it shall remain valid and binding, and shall continue to have full force and effect and shall in no way be impaired or invalidated by that holding. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated in this Contract, the Parties shall be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

24.6 Political Activity. City shall not use any of the Agreement Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of City from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Agreement Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of City, the State of Texas or the government of the United States.

24.7 Sectarian Activity. City shall ensure that provision of services under this Agreement shall be carried on in a manner free from religious influence. City shall not execute any agreement with any primarily religious organization to receive Agreement Funds from City unless the agreement includes provisions as necessary to effectuate this assurance. Neither City's nor County's selection of a Subcontractor

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nor expenditure of funds under this Agreement is an endorsement of the Subcontractor's charitable or religious character, practices or expressions. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization. City and County agree to be bound by the provisions of Section 702 of the Civil Rights Act (42 U.S.C., Section 2000E-1(a)) regarding employment practices and Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C., Section 604a) regarding additional rights and responsibilities for charitable and faith-based providers of social services, assisted individuals and providers of such services.

24.8 Dispute Resolution/Mediation. Initial disputes and unresolved questions or issues of City or County shall initially be presented by City to County by submission in writing to TCHHSVS with a copy to the County Purchasing Agent and by County to City by submission in writing to the Director. If satisfactory resolution cannot be achieved between the Parties within a reasonable time, and should mediation be acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Sec. 154.073, unless both Parties agree, in writing, to waive the confidentiality.

24.9 County Public Purpose. By execution of this Agreement, the Commissioners Court hereby finds that the needs to be addressed by the services to be provided under the terms of this Agreement, including those specifically set forth in the attached Work Statement (Attachment A) constitute a significant public concern impacting members of the population which the County serves. The Commissioners Court further finds that the provision of services to be provided by City pursuant to this Agreement will further the public purpose of addressing those health and human services issues, problems and needs identified in this Agreement for identified and qualified individuals.

24.10 Force Majeure. Neither Party shall be financially liable to the other Party for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed or until the Parties agree in writing to either amend or terminate the Agreement. The Party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. City agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Agreement.

24.11 Publicity. In any publicity prepared or distributed by or for City related to this Agreement, the funding through County shall be mentioned as having made the project possible, either through use of the County logo or in applicable text. Prior to publication or any disbursement of such publicity, City must provide a copy of the final form of the publicity to County. When appropriate as determined by County Executive, City shall publicize the services and activities of City and County under this Agreement. City shall work with County to allow for distribution from appropriate County locations.

EXHIBIT F

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of any materials prepared related to services provided under this Agreement. All publicity will be subject to the requirements of Section 6.10 of this Agreement, as applicable.

24.12 Third Party Beneficiary. This Agreement sets out the agreements and obligations between City and County only, and does not obligate City or County in any way to any other third party. This Agreement creates no third party beneficiary rights as between City and any of County's Subcontractors or between County and any of City's Subcontractors. City and County, respectively, each have the sole responsibility for payment for services rendered by each Party's Subcontractors with Subcontractor's sole recourse in the event of non-payment, insolvency or cessation of operations being against the Party with whom the Subcontract was made. Neither Party shall under any circumstances be liable to the other Party's creditors or Subcontractors for any payments under this Agreement.

CITY OF AUSTIN

BY: [Signature]
BERT LUMBRERAS
Assistant City Manager

Date: 10/21/13

AUSTIN/TRAVIS COUNTY HEALTH AND
HUMAN SERVICES

BY: [Signature]
CARLOS RIVERA
Director, HHSD

Date: 10/18/13

TRAVIS COUNTY

BY: [Signature]
SAMUEL T. BISCOE
Travis County Judge

Date: 12-17-13

County Approvals:

Asst. Legal Coun.
[Signature]
Assistant County Attorney
Funds Certified By:

Date: 12/9/13

Date: _____

Nicki Riley, County Auditor

Purchasing:
[Signature]
Cyd Grimes, County Purchasing Agent

Date: 12/13/13

**FIRST AMENDMENT TO THE INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE CITY OF AUSTIN AND
TRAVIS COUNTY FOR PUBLIC HEALTH SERVICES**

This First Amendment to the Interlocal Cooperation Agreement ("Amendment") is by and between the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Travis County, a political subdivision of the State of Texas ("County").

RECITALS

On October 1, 2013, the City and County entered the Interlocal Agreement ("Agreement") to provide public health services with the Initial Term being effective October 1, 2013, and continuing through September 30, 2014.

Under the Agreement, the Parties intended for City and County to provide personal, professional, and other services for the care of qualified recipients, and for public health education and information, which would further the achievement of a public purpose. The purpose of this Agreement is to continue to provide those public health services authorized to be provided by County through the collaborative use of City staff, and a combination of City and County staff, and other resources, whereby the Parties commit to continuing to provide these services throughout the term(s) of this Agreement and seek to continue to consider improvements to public health delivery in a way that will maximize the benefits and efficiencies for those persons needing such services in Travis County and the City of Austin. These services were to be performed on an annual basis during the Initial Term and any subsequent renewal terms subject to approval of funding by the Commissioners Court and City Council during their respective budget process relating to any renewal term, as long as such renewal was evidenced by written approval of the Parties.

The Parties have performed services in compliance with the terms of the Agreement for one year from October 1, 2013 to September 30, 2014, and have decided to renew this Agreement for an additional 12 months, by entering into this First Amendment to the Interlocal Cooperation Agreement between City of and County for Public Health Services.

The governing bodies of the City and County approved the continuance of the Agreement beyond the expiration date prior to that date, with services continuing to be provided without formal amendment or renewal of the Agreement.

The Parties now desire to execute the written renewal of the Agreement for an additional one-year term, and to indicate the ratification of the continuance of the Parties' rights and obligations under the Agreement from October 1, 2014, through the execution by both Parties of this renewal and ratification.

In consideration of these recitals and mutual covenants in this Amendment, the Parties agree as follows:

1. 2015 Renewal Term.

1.1 **Renewal Term.** The Parties agree to renew the Agreement for an additional one-year term beginning October 1, 2014, and continuing through September 30, 2015 ("2015 Renewal Term"), unless earlier terminated pursuant to the terms of the Agreement.

1.2 **Ratification.** The Parties agree to ratify continuation of the Parties' rights and obligations under the Agreement from October 1, 2014, until execution by both Parties of this renewal and ratification.

2. Fixed Price. Section 13.1.1 is amended by replacing the funding amounts under the "Not-To-Exceed Amount" with the following amounts:

<u>CATEGORY</u>	<u>NOT-TO-EXCEED AMOUNT</u>
Total Amount:	\$ 3,497,531
Less Personnel Credit:	\$ 56,450
Net Total:	<u>\$ 3,441,081</u>

3. Attachments. Section 5.2, "Attachments," is amended for the 2015 Renewal Term as follows:

3.1 Replace Attachment A of the Agreement with Attachment A-2015, "2015 Work Statement" (Form # 3 – for each program).

3.2 Replace Attachment B of the Agreement with Attachment B-2015, "2015 Cost Model." 3.3.

3.3 Replace Attachment E of the Agreement with Attachment E-2015, "2015 County Personnel."

3.4 Add Attachment H, "Cover Page," (Form #2 – for each program).

3.5 Add Attachment I, "Subcontracted Expenses Form" (Form #8).

3.6 Add Attachment J, "Performance Measures Definitions."

The attachments listed above (Section 3.1 – 3.6) are included in this Amendment as Exhibit 1, and are hereby made a part of the Agreement, as amended, and constitute promised performance by the Parties in accordance with the terms of the Agreement.

4. Incorporation. County and City hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and City hereby

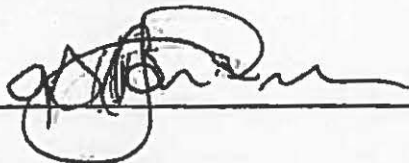
EXHIBIT F

Modification 1
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ratify all the terms and conditions of the Agreement. The Agreement, with the changes made in this Amendment, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the Agreement. This Amendment is effective as of the last date of signature.

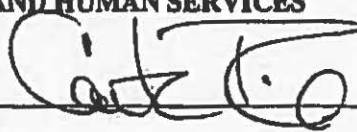
CITY OF AUSTIN



Bert Lumbreras
Assistant City Manager

12/19/14
Date

**AUSTIN/TRAVIS COUNTY HEALTH
AND HUMAN SERVICES**



Carlos Rivera
Director, Health and Human Services
Department

12/16/14
Date

TRAVIS COUNTY


BY: 

Sarah Eckhardt
Travis County Judge

3/3/15
Date

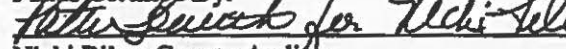
County Approvals:

As to Legal Form:

 Date: 2/20/2015

Assistant County Attorney

Funds Certified By:

 Date: 2/23/15

Nicki Riley, County Auditor

**SECOND AMENDMENT AND RENEWAL OF THE INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE CITY OF AUSTIN AND
TRAVIS COUNTY FOR PUBLIC HEALTH SERVICES**

This Second Amendment and Renewal of the Interlocal Cooperation Agreement ("Amendment") is by and between the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Travis County, a political subdivision of the State of Texas ("County"). The City and County will herein be referred to collectively as "Parties."

RECITALS

On October 1, 2013, the City and County entered into the Interlocal Cooperation Agreement ("Agreement") to provide public health services with an Initial Term of October 1, 2013, through September 30, 2014.

Under the Agreement, the Parties provided personal, professional, and other services for the care of qualified recipients, and public health education and information that would achieve a public purpose. The purpose of the Agreement is to provide public health services through the collaborative use of City and County staff and other resources throughout the term of the Agreement and improve public health delivery in a way that would maximize the benefits and efficiencies for persons needing such services in the unincorporated areas of Travis County and the City of Austin. These services were to be performed on an annual basis during the Initial Term and any subsequent renewal terms, subject to approval of funding by the Commissioners Court and City Council during each party's respective budget process relating to any renewal term, as long as such renewal was evidenced by written approval of the Parties.

The Parties have performed services in compliance with the terms of the Agreement during the Initial Term and the First Renewal Term, and have decided to renew this Agreement for an additional one-year term effective October 1, 2015 through September 30, 2016 by entering into this Amendment.

The governing bodies of the City and County approved the continuation of the Agreement beyond its expiration date and services continued to be provided without formal amendment or renewal of the Agreement.

The Parties now desire to execute the written renewal of the Agreement for an additional one-year term, and to indicate the ratification of the continuance of the Parties' rights and obligations under the Agreement from October 1, 2015 through the execution by both Parties of this Amendment.

In consideration of these recitals and mutual covenants in this Amendment, the Parties agree as follows:

1. 2016 Renewal Term.

1.1 Renewal Term. The Parties agree to renew the Agreement for an additional one-year term beginning October 1, 2015, and continuing through September 30, 2016 ("2016 Renewal Term"), unless earlier terminated pursuant to the terms of the Agreement.

1.2 Ratification. The Parties agree to ratify continuation of the Parties' rights and obligations under the Agreement from October 1, 2015, until execution by both Parties of this renewal and ratification.

2. Fixed Price. Section 13.1.1 is deleted in its entirety and replaced to read as follows:

13.1.1 2016 Term Agreement Funds Amount. In consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement, and subject to other applicable provisions of this Agreement, County shall pay the following amount during the 2016 Renewal Term:

<u>CATEGORY</u>	<u>NOT-TO-EXCEED AMOUNT</u>
Total Amount:	\$ 3,527,707
Less Personnel Credit:	\$ 61,024
Net Total:	\$ 3,466,683

The City will submit an invoice to the County on a quarterly basis, starting January of 2016, listing the expenditures on behalf of County for each public health program listed in the 2016 Work Statements (Attachment A) and the amount funded by all other sources for the public health program listed in the 2016 Work Statements (Attachment A). If City reasonably foresees that expenditures on behalf of County will exceed the Net Total Not-to-Exceed Amount or the program budget, as described in the 2016 Program Budget (Attachment B), for any public health program listed in the 2016 Work Statements (Attachment A), City shall notify County of this possibility immediately pursuant to Section 19.0 of this Agreement. The Parties will then negotiate to determine whether to amend the Not-to-Exceed Amount in this Section or to take other steps as agreed upon by the Parties. No amounts above the Not-to-Exceed Amount, as applicable, shall be payable by County unless an amendment to this Agreement has been executed, whereby a specified increase in expenditures for services to be provided under this Agreement during the period has been stipulated. City will only provide services with confirmation that funds are available to compensate for such services. County's obligation is payable only and solely from current funds available for payment of services provided under this Agreement.

3. Amendment. Section 4.0 is amended by adding a new section 4.5 to read as follows:

4.5 Transfer of Funds without Amendment. Notwithstanding Section 4.0, and as specifically applicable, City may transfer budgeted funds of public health programs between one another without a written amendment to this Agreement ONLY if the transfer will not change the scope or objective of the programs funded under this Agreement.

EXHIBIT F

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4. **Attachments.** Section 5.2, "Attachments," is amended for the 2016 Renewal Term as follows:

3.1. Replace Attachment A-2015, "2015 Work Statement" of the Agreement with Attachment A-2016, "2016 Work Statements" (Form # 3 – for each program).

3.2. Replace Attachment B-2015, "2015 Cost Model" of the Agreement with Attachment B, "2016 Program Budget."

3.3. Replace Attachment C, "Financial Report" of the Agreement with Attachment C-2016, "2016 Financial Report."

3.4. Replace Attachment E-2015, "County Personnel" of the Agreement with Attachment E-2016, "2016 County Personnel."

3.5. Replace Attachment F, "Invoice Form" of the Agreement with Attachment F-2016, "2016 Invoice Form."

3.6. Replace Attachment G, "Inventory of County Property" with Attachment G-2016, "2016 Inventory of County Property."

The attachments listed above (Sections 3.1 – 3.6) are included in this Amendment as Exhibit 1, and are hereby made a part of the Agreement, as amended, and constitute promised performance by the Parties in accordance with the terms of the Agreement.

4. **Incorporation.** County and City hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and City hereby ratify all the terms and conditions of the Agreement. The Agreement, with the changes made in this Amendment, constitutes the entire agreement between the Parties and supersedes any prior undertaking, written or oral agreements or representations between the Parties.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the Agreement. This Amendment is effective as of October 1, 2015.

CITY OF AUSTIN

BY: 

Bert Lumbreras, Assistant City Manager

Date: 11/20/15

AUSTIN/TRAVIS COUNTY HEALTH
AND HUMAN SERVICES

BY: 


Shannon Jones, Director, Health and
Human Service Department

Date: 11/18/15

EXHIBIT F

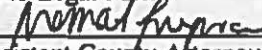
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TRAVIS COUNTY

BY: 
SARAH ECKHARDT
Travis County Judge
Date: DEC 22 2015

County Approvals:

As to Legal Form:


Assistant County Attorney

Date: 12/5/15

EXHIBIT F

4400001728
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THIRD AMENDMENT AND RENEWAL OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY FOR PUBLIC HEALTH SERVICES

This Third Amendment and Renewal of the Interlocal Cooperation Agreement ("Amendment") is by and between the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City" and Travis County, a political subdivision of the State of Texas ("County"). The City and County will herein be referred to collectively as "Parties."

CITATIONS

On October 1, 2013, the City and County entered into the Interlocal Cooperation Agreement ("Agreement") to provide public health services with an Initial Term of October 1, 2013, to September 30, 2014. The Parties subsequently extended the term through the First Renewal Term from October 1, 2014 to September 30, 2015, a Second Renewal Term from October 1, 2015 to September 30, 2016, and now agree to enter a Third Renewal Term from October 1, 2016 to September 30, 2017.

Under the Agreement, the Parties provided personal, professional, and other services for the care of qualified recipients and public health education and information that would achieve a public purpose. The purpose of the Agreement is to provide public health services through the collaborative use of City and County staff and other resources throughout the term of the Agreement and improve public health delivery in a way that would maximize the benefits and efficiencies for persons needing such services in the unincorporated areas of Travis County and the City of Austin. These services are to be performed on an annual basis during the Initial Term and any subsequent renewal terms, subject to approval of funding by City Council and the Commissioners Court during each party's respective budget process relating to any renewal term, as long as such renewal is evidenced by written approval of the Parties.

In consideration of these recitals and mutual covenants in this Amendment, the Parties agree as follows:

1. 2017 Renewal Term.

(a) **Renewal Term.** The Parties agree to renew the Agreement for an additional one-year term beginning October 1, 2016, and continuing through September 30, 2017 ("2017 Renewal Term"), unless earlier terminated pursuant to the terms of the Agreement.

(b) **Ratification.** The Parties agree to ratify continuation of the Parties' rights and obligations under the Agreement from October 1, 2016, until execution by both Parties of this renewal and ratification.

2. Amendments.

(a) Section 5.2, "Attachments," is amended for the 2017 Renewal Term as follows:

(1) Replace Attachment A-2016, "2016 Work Statement" with Attachment A-2017, "2017 Work Statements";

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EXHIBIT F

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- (2) Replace Attachment B-2016, "2016 Cost Model" with Attachment B-2017, "2017 Cost Model";
- (3) Replace Attachment C-2016, "2016 Financial Report" with Attachment C-2017, "2017 Financial Report";
- (4) Replace Attachment D-2016, "2016 Performance Report" with Attachment D-2017, "2017 Performance Report";
- (5) Attachment E- "County Personnel" is intentionally deleted for the 2017 Renewal Term;
- (6) Replace Attachment F, "Invoice Form" with Attachment F-2017, "2017 Invoice Form"; and
- (7) Replace Attachment G, "Inventory of County Property" with Attachment G-2017, "2017 Inventory of County Property."

The attachments listed above (Attachments A through G) are included in this Amendment as Exhibit 1, and are hereby made a part of the Agreement, as amended, and constitute promised performance by the Parties in accordance with the terms of the Agreement.

- (b) Section 6.8 "Personnel" is hereby deleted in its entirety.
- (c) Section 9.1 "Quarterly Performance/Financial Reports" is hereby amended by deleting it in its entirety and replacing it to read as follows

9.1 Quarterly Financial/Performance Reports. Quarterly financial reports, as set forth in Attachment C, will accompany the invoices on the schedule set forth in Section 13.2.1. City shall submit quarterly performance reports to the County as set forth in Attachment D by the last day of the month following the end of the quarter to which the report relates.

- (d) Section 9.2 "Annual Performance Close-out Report" is hereby amended by deleting it in its entirety and replacing it to read as follows:

9.2 Annual Financial/Performance Close-Out Reports. City shall deliver an annual financial close-out report to the County as set forth in Attachment C, which shall be submitted to County by December 31st following the end of the Renewal Term. City shall deliver an annual performance close-out report to the County as set forth in Attachment D, which shall be submitted to County with the last quarter's performance report.

- (e) Section 13.1.1 is hereby amended for the 2017 Renewal Term by replacing the funding amounts under the "Not-To-Exceed Amount" with the following amounts:

<u>CATEGORY</u>	<u>NOT-TO-EXCEED AMOUNT</u>
Total Amount:	\$ 4,034,822

EXHIBIT F

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The remainder of Section 13.1.1 shall remain the same except that all references to "2016" are hereby deleted and replaced with references to "the applicable Renewal Term".

(f) Section 13.2.1 "Quarterly Payment Dates" is hereby amended by deleting it in its entirety and replacing it to read as follows:

13.2.1 Quarterly Payments. County shall pay City on a quarterly basis based upon actual expenditures paid by City on behalf of County during each calendar quarter, which shall be calculated as described in Section 13.3 on or before the following dates of each Renewal Term:

- (a) January 31 (covering October 1 – December 31)
- (b) April 30 (covering January 1 – March 31)
- (c) July 31 (covering April 1 – June 30)
- (d) December 31 (covering July 1 – September 30)

County shall submit payment to City within thirty (30) calendar days following receipt of a correct and complete invoice.

(g) Section 16.3 "Employees" is hereby amended by deleting it in its entirety and replacing it to read as follows:

16.3 Employees. The Parties acknowledge that all employees performing work pursuant to this Agreement are employees of the City. This Agreement shall have no effect upon the personnel policies of the City; or employment status or benefits of any City employee. City retains all authority and liability related to the employment of City's employees. This Agreement does not create an employment contract between the City or County and/or individuals with respect to continued employment or the provision of any benefit. County acknowledges that City intends that each employee is at will, and that either the employee or the City can terminate the employee's employment for any reason and at any time, with or without notice. The County shall not have any contractual or statutory liability for any employee of the City.

(h) Section 19.3 "City Address" is hereby amended by replacing "Carlos Rivera" with "Shannon Jones".

3. Incorporation. City and County hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, City and County hereby ratify all the terms and conditions of the Agreement. The Agreement, with the changes made in this Amendment, constitutes the entire agreement between the Parties and supersedes any prior undertaking, written or oral agreements, or representations between the Parties.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the Agreement. This Amendment is effective as of October 1, 2016.

[Signature Page to Follow]

CITY OF AUSTIN

AUSTIN/TRAVIS COUNTY HEALTH


EXHIBIT F

4400001726
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BY: 
Bert Lumbraeras, Assistant City Manager


Date: 10/06/16

~~AND HUMAN SERVICES~~

BY: 
Shannon Jones, Director, Health and
Human Service Department

Date: 9/22/16

TRAVIS COUNTY

BY: 
SARAH ECKHARDT
Travis County Judge

Date: SEP 14 2016

County Approvals:

As to Legal Form:


Assistant County Attorney

Date: 9/2/2016

Funds Certified By:

SIGNATURE NOT REQUIRED

Nicki Riley, County Auditor

Date: _____

**FIFTH AMENDMENT AND RENEWAL OF THE INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE CITY OF AUSTIN AND
TRAVIS COUNTY FOR PUBLIC HEALTH SERVICES**

This Fifth Amendment and Renewal ("Amendment") of the Interlocal Cooperation Agreement for Public Health Services ("Agreement") is by and between the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Travis County, a political subdivision of the State of Texas ("County"). The City and County will herein be referred to collectively as "Parties."

RECITALS

On October 1, 2013, the City and County entered into the Agreement to provide public health services with an Initial Term of October 1, 2013 to September 30, 2014. The Parties subsequently extended the term through the First Renewal Term from October 1, 2014 to September 30, 2015, a Second Renewal Term from October 1, 2015 to September 30, 2016, a Third Renewal Term from October 1, 2016 to September 30, 2017, a Fourth Renewal Term from October 1, 2017 to December 31, 2017, and now agree to enter into a Fifth Renewal Term from January 1, 2018 to September 30, 2018.

Under the Agreement, the Parties intended for City and County to collaboratively provide public health services throughout the unincorporated areas of Travis County, which would further the achievement of a public purpose. The purpose of this Agreement is to set forth the terms and conditions under which City shall provide, and County shall pay for public health services in the unincorporated areas of Travis County located outside the jurisdiction of the City. These services are to be performed on an annual basis during the Initial Term and any subsequent renewal terms subject to approval of funding by City Council and the Commissioners Court during their respective budget process relating to any renewal term, as long as such renewal is evidenced by written approval of the Parties.

In consideration of these recitals and mutual covenants in this Amendment, the Parties agree as follows:

1. Fifth Renewal Term.

(a) Renewal Term. The Parties agree to renew the Agreement for an additional nine-month term beginning January 1, 2018, and continuing through September 30, 2018 ("Fifth Renewal Term"), unless earlier terminated pursuant to the terms of the Agreement.

(b) Ratification. The Parties agree to ratify continuation of the Parties' rights and obligations under the Agreement from January 1, 2018, until execution by both Parties of this Amendment.

2. Amendments.

(a) Section 5.2, "Attachments," is amended for the Fifth Renewal Term as follows:

EXHIBIT F

- (1) Replace Attachment A-2017, "2017 Work Statement" with Attachment A-2018 "2018 Work Statement."
- (2) Replace Attachment B-2017, "2017 Cost Model" with Attachment B-2018, "2018 Cost Model," including Addendum 1 "Computational Example;"
- (3) Replace Attachment C-2017, "Financial Reports/Forms" with Attachment C-2018, "2018 Invoice Quarterly Billing";
- (4) Replace Attachment D-2017, "Performance Reports" of the Agreement with Attachment D-2018, "2018 Program Performance Reports;"
- (5) Attachment E – "County Personnel" is intentionally deleted for the 2018 Renewal Term;
- (5) Replace Attachment F, "Invoice Form" with Attachment F-2018, "2018 Invoice Form;" and
- (6) Replace Attachment G-2017, "Inventory of County Property" with Attachment F-2018, "2018 Inventory of County Property."

The attachments listed above (Attachments A through G) are included in this Amendment as Exhibit 1, and are hereby made a part of the Agreement, as amended, and constitute promised performance by the Parties in accordance with the terms of the Agreement. The Parties agree that Attachments C-2018, D-2018, and F-2018 may be sample in nature and that these specific forms may be adjusted, added or deleted by mutual agreement of the Parties.

The remainder of Section 5.0 shall remain the same.

- (b) Section 4.5 of the Agreement "Transfer of Funds without Amendment" is hereby amended by deleting it in its entirety and replacing it to read as follows:

4.5 Transfer of Funds without Amendment.

Notwithstanding Section 4.0, and as specifically applicable, City may transfer budgeted funds of public health programs between one another without a written amendment to this Agreement ONLY if the transfer will not change the scope or objective of the programs funded under this Agreement.

4.5.1 Major Changes. If a transfer of budgeted funds between public health programs could result in a major change, City must provide written notification to the County Executive by electronic mail or pursuant to Section 19.0 of this Agreement. If the County Executive approves of the major change in program budget, then County Executive or their designee must provide written approval by electronic mail or pursuant to Section 19.0 of this Agreement. No major change in program budget will be effective without the approval of the County Executive or their designee. "Major" change is defined as any change which would result in an increase or decrease of a program budget by

more than fifty percent (50%). "Program" is defined as those program areas described in the Agreement and Attachment A, Work Statement.

4.5.2 Minor Changes. Any transfer of a program budget resulting in a minor change ["minor" being defined as a change which would increase or decrease a program budget by more than ten percent (10%) and equal to or less than fifty percent (50%)] will be noted by City in the "Budget Adjustments" and "Revised Budget" columns of the Quarterly Billing Invoice form to allow for possible discussion with County as requested. "Program" is defined as those program areas described in the Agreement and Attachment A, Work Statement.

The remainder of Section 4.0 shall remain the same.

(c) Section 6.1.3 (c) "Major Changes" of the Agreement is hereby amended by deleting it in its entirety and replacing it to read as follows:

6.1.3 Coordination of Services and Major Changes in Services.

(c) Major Changes.

(i) Annual Major Changes. City and County agree that any major changes in programs/service/activities provided under this Agreement will be discussed by the Parties and agreed to during the budget process prior to each Renewal Term and agreed to only by written amendment to this Agreement.

(ii) Major Changes in an Agreement Term. No major changes in ongoing programs/services/activities provided to County under this Agreement will be made by City during an Agreement Term without prior written approval by County Executive in the form of written notification from the County Executive. Such written approval may be provided by electronic mail or pursuant to Section 19.0 of this Agreement. "Major" changes will be defined basically as any change which would increase or decrease program performance or cost by more than fifty percent (50%). "Program" will be defined as those program areas described in the Agreement and Attachment A, Work Statement.

(iii) Changes Required by Law. The Parties agree that any change in the terms of this Agreement required by a change in federal, state, or local law, rule or regulation will be automatically incorporated herein effective on the date designated by such law, rule or regulation.

(iv) Failure to Agree. Either Party may seek termination under Section 14.2.1 if that Party is unable to conform to such

changes required by federal, state, and local law or regulations or unable to agree to other major changes as set forth in this Section 6.1.3.

(v) Minor Changes. Any minor change ["minor" being defined as a change which would increase or decrease program performance or cost by more than ten percent (10%) and less than or equal to fifty percent (50%)] will be noted by City in the Program Quarterly Performance Report in the Comments/Performance To Date Explanations Section, to allow for possible discussion with County as requested.

(d) Section 6.2.2 "Replacement" of the Agreement is hereby amended by deleting it in its entirety and replacing it to read as follows:

6.2.2 Replacement.

- (a) Capital Acquisition Property. For purposes of this Agreement, "Capital Acquisition Property" ("Property") shall be considered to be any tangible, non-expendable property with a value of more than five thousand dollars (\$5,000). Only property within this definition will be considered for reimbursement by County under this Agreement.
- (b) Cost to the City of Property required because of replacement or because of expanded services shall be:
 - (i) approved by City and County in the budget process related to the year in which the equipment will be purchased; and
 - (ii) charged to County in the year that Property is received by City. The County's responsibility for the cost of Property will be based on the percentage of the residents living in the unincorporated areas of Travis County.
- (c) At such time that the Property has received the appropriate City-level approval for purchase, City shall provide written notification to the County Executive as to the need and purchase price of the Property. Such written notification may be provided by electronic mail or pursuant to Section 19.0 of this Agreement. In order for the Property to be considered for reimbursement by County under this Agreement, the County Executive must approve such purchase in writing. Such written approval may be provided by electronic mail or pursuant to Section 19.0 of this Agreement.
- (d) Exigent Circumstance. Notwithstanding Subsection 6.2.2 (c) of this Agreement, City may purchase Property prior to receiving

County's approval, as described in Section 6.2.2 (c) of this Agreement of the purchase, if an exigent circumstance exists. An exigent circumstance is one that would cause a reasonable person to believe that harm to the program would occur if such purchase was not made immediately. In this situation, City must notify County pursuant to Section 19.0 of this Agreement of the need, purchase price, and provide an explanation of the exigent circumstance ten (10) business days from the date of purchase. County will review and notify City if County agrees to the purchase within ten (10) business days of receiving City's notification as referenced in this Subsection 6.2.2 (c) of this Agreement.

- (e) The County shall determine and be responsible for the disposition of County equipment that has been replaced. The City shall determine and be responsible for the disposition of City equipment that has been replaced.
- (f) In the event of termination of this Agreement by either Party prior to the completion of the useful life of the asset, the Parties will mutually agree to settlement of costs related to such asset.

The remainder of Section 6.0 shall remain the same.

- (e) Section 13.1.1 is hereby amended for the Fifth Renewal Term by replacing the funding amounts under the "Not-To-Exceed Amount" with the following amounts:

<u>CATEGORY</u>	<u>NOT-TO-EXCEED AMOUNT</u>
Total Amount:	\$ 3,234,036

- (f) Section 13.3.1 "Cost Model" is hereby amended by adding subsection (e) to read as follows:

- (e) OPEB Calculation. Other Post Employment Benefits (OPEB). OPEB is comprised of amounts paid to retirees for benefits other than pension benefits. In other words, pension benefits paid to the retired employee are not considered OPEB.

City will remove OPEB costs net of the retirees' contributions from quarterly billings by using the most recently available information from the City's publicly available budget documents. This will be achieved by determining the total retiree insurance expenditures (A), subtracting the total insurance revenues received from retirees (B), and dividing that resulting number by the total amount of insurance expenditures (retiree and current employees) (C), minus OPEB revenues (D). In other words: $(A - B) / (C - D)$. The resulting percentage will be applied to the total insurance billed, as illustrated in the computational example attached as Addendum 1 to Attachment B "Cost Model." When the new

Proposed Budget is published in the summer, a new OPEB calculation will accompany the last two quarterly invoices.

City will utilize the OPEB percentage reflected in the City's financial documents, which includes the Comprehensive Annual Financial Report (also known as the CAFR) and proposed budget, for Fiscal Year 2016 to calculate the first two quarters of the Fiscal Year 2018 invoice, and the Fiscal Year 2017 financial documents to calculate the last two quarters of the Fiscal Year 2018 invoice. The Parties will not adjust the OPEB amount against the final completion of Fiscal Year 2018 financial documents after City submits the last Fiscal Year 2018 quarterly invoice. The OPEB percentage will be applied to the insurance object codes 5185 and 5186 charged to APH, before the administrative cost percentage is applied to the "Adjusted Program Total" column in the cost model, and the resulting amount will be given as a credit to the County on a quarterly basis and reflected as such on the invoice.

OPEB expenses will also be removed from grant support, object code 6820, using the same methodology, but the removal of these charges will be reflected through financials via a journal entry. The City will provide detailed supporting documentation for these journal entries with the quarterly billings referenced in Attachment C-2018.

(g) Section 13.3.1 "Cost Model" is hereby amended by adding subsection (f) to read as follows:

(f) Incentives. Eligible expenses include the payment of incentives to eligible clients, including food and gifts, connected to the provision of the services as specified in the Agreement and Attachment A.

(h) Section 13.3.2 is hereby amended by deleting it in its entirety and replacing it to read as follows:

13.3.2 The cost model does NOT include, either directly or indirectly, any of the following:

(a) Other Post Employment Benefits (OPEB) for City employees whether or not those costs are for current year benefits, prior year benefits, or future year benefits;

(b) employee recognition, rewards or awards other than performance pay documented pursuant to Council adopted compensation schedules;

(c) entertainment and gifts, including food or beverages for City employees, even if related to a business purpose. This subsection (c) notwithstanding, the cost model WILL allow for payment for meal and beverage expenses for City employees incurred during out-of-town trips or conferences related to services provided under this Agreement

and incurred according to the City travel policy (a current copy of which has been provided to County; copies of amendments will be provided to County whenever changes are made).

- (d) legislative consultant services;
- (e) donations to non-profit or private organizations;
- (f) legal services (the Parties agree that the City has no obligation to provide legal services to County under this Agreement);
- (g) consulting services. This subsection (g) notwithstanding, the cost model WILL allow for payment for consulting services directly related to services provided within the scope of this Agreement.

(h) employee recruitment expenses. City may notify the County Executive or their designee of opportunities to participate in employee recruitment activities ("Recruitment Activities"), with a detailed list of related expenses. The County will be responsible for all expenses required for the participation of the County Executive or their designee in Recruitment Activities, and the expenses will not be charged to the cost model described in Section 13.3 of this Agreement. County will make arrangements and pay directly for any expenses related to the participation of County Executive or their designee in Recruitment Activities. City shall not be liable for any costs incurred by the County Executive or their designee associated with their participation in Recruitment Activities. The County Executive shall provide written notification to City confirming the participation of the County Executive or their designee in Recruitment Activities. Written notification by either Party under this subsection may be provided by electronic mail or pursuant to Section 19.0 of this Agreement.

The remainder of Section 13.0 shall remain the same.

All other terms and conditions remain the same, unless amended in this Amendment.

3. **Incorporation.** City and County hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, City and County hereby ratify all the terms and conditions of the Agreement. The Agreement, with the changes made in this Amendment, constitutes the entire agreement between the Parties and supersedes any prior undertaking, written or oral agreements, or representations between the Parties.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the Agreement. This Amendment is effective as of January 1, 2018.

EXHIBIT F

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[Signature Page to Follow]

EXHIBIT F

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CITY OF AUSTIN

BY: [Signature]

Sara Hensley, Interim Assistant City Manager

Date: 1-10-18

AUSTIN PUBLIC HEALTH

BY: [Signature]

Stephanie Hayden, Interim Director

Date: 01/01/18

TRAVIS COUNTY

BY: [Signature]

Sarah Eckhardt
County Judge

Date: DEC 19 2017

County Approvals:

As to Legal Form:

[Signature]
Assistant County Attorney

Date: 1/4/2018

Funds Certified By:

[Signature]
Nicki Riley, County Auditor

Date: 1/8/18

Purchasing:

[Signature]
Bonnie Floyd, Purchasing Agent

Date: 1-12-18

PROGRAM WORK STATEMENT

FY 2018 Social Service Contract funded by Travis County

Date prepared: 12/9/17

Instructions:

- Answer the following questions as they pertain to *only those programs and services in which Travis County invests*.
- Ensure that all language (e.g. agency and program names, performance measures, etc.) is consistent across all contract forms.
- Do not delete any instructions or question descriptions.
- The information contained in this document will be used to report on your program to the Travis County Commissioners Court and the public, so the information herein should accurately explain and reflect the program and services.

1. Program Information

Provide agency name and program name as they appear on all contract documents.

Agency name: Austin Public Health Department

Program name: Health Equity Social Service Contracts Program

2. Program Goals

Briefly describe the goals of the services purchased by Travis County in this contract.

The goal of the Health Equity Social Service Contracts Program is to reduce health disparities in vulnerable populations through social service contracts. Current contracts include:

University of Texas' Mama Sana/Vibrant Woman Maternal Health Equity Program. The program's goal is to improve birth outcomes and maternal/infant health among vulnerable communities of color in Travis County by addressing the unique barriers faced by low-income African-American and Latina women.

University of Texas' Alliance Wellness Program – African American Health. This program's main goals are to increase awareness of and engagement in existing health-promotion programs, provide support to sustain engagement in healthy lifestyle behaviors, demonstrate impact of our health promotion program through biometric measures and self-assessments, and reduce risk for chronic disease within the African American Community.

Austin Latino/a Lesbian & Gay Organization; DBA allgo's LGBTQ People of Color Sexual Health and Wellness program. The goal of this project is to increase physical, emotional, mental, and social health and well-being of LGBTQ people of color (POC) in Austin/Travis County through implementation of nontraditional community-based interventions. Those interventions include providing culturally and linguistically appropriate services to increase accessibility and utilization of health and wellness services by LGBTQ POC. Providing community-based services to maximize social supports that lead to greater access and more appropriate service design and delivery including services conducted in venues where LGBTQ POC feel most comfortable; and, designing services that consider social and institutional barriers to care and holistic health and wellness of LGBTQ POC.

Austin Revitalization Authority's Austin Outreach & Community Service – African American Health program. The long-term goal is reduced, and ultimately, eliminated racial/ethnic health disparities and, thereby, progress toward the vision of social equity and diverse population in Austin as a place where the necessities of life are affordable and accessible to all. This project will address HIV Prevention targeted to African American women residing in low-income housing developments or in the surrounding neighborhoods primarily in zip codes 78701, 78702, 78704, 78723, 78745, 78752, 78753, 78756, and 78758.

3. Target Population

Briefly describe the target population of this program.

Mama Sana/Vibrant Woman Maternal Health Equity

This project focuses on women of color, LGBTQ and gender non-conforming women, immigrant, and young women. Due to the extremely high incidences of negative outcomes in Austin/Travis County for Black mothers and infants, as well as the disproportionately high number of pregnant Latina women, most of whom have challenges in accessing prenatal care, Mama Sana/Vibrant Woman (MSVW) focuses efforts on making the program more culturally sensitive and contextually relevant to these two groups of pregnant women.

Alliance Wellness Program

The target population of this program are African American or of-African descent individuals who are eighteen (18) years old or older and who are residents of Travis County. Individuals must have a willingness to commit to the following program requirements:

- Completing a baseline and quarterly assessment
- Quarterly measurements: height/weight; blood glucose level/HgA1C; blood pressure
- Working with a coach to provide a weekly update regarding progress toward goal
- In-person meeting with coach once a month
- Remaining in the program for one year (to assess impact of program on health)

Austin Latino/a Lesbian & Gay Organization

allgo targets LGBTQ people of color in Travis County.

Austin Outreach & Community Service

The long-term goal is reduced, and ultimately, eliminated racial/ethnic health disparities and, thereby, progress toward the vision of social equity and diverse population in Travis County as a place where the necessities of life are affordable and accessible to all. This project will address HIV Prevention targeted to African American Women residing in low-income housing developments or in the surrounding neighborhoods primarily in zip codes 78701, 78702, 78704, 78723, 78745, 78752, 78753, 78756, and 78758.

4. Client Eligibility

List all eligibility requirements for clients to receive services in the program, and fully describe the criteria for each requirement (see Sample Table below for examples). If eligibility requirements vary by program component, please specify in the descriptions. If your contracted program includes multiple service components with varying eligibility criteria, you may copy/paste the table below, complete one table per component, and title each table accordingly.

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Eligibility Requirement	Description of Criteria	Verification Method
Income level	City of Austin social service eligibility requirements are waived.	N/A
Residency	City of Austin social service eligibility requirements are waived.	N/A

Mama Sana/Vibrant Woman Maternal Health Equity

In lieu of the standard eligibility requirements in Exhibit A.3 (see attached), all women of color who reside within Travis County are eligible to receive the services provided by the Mama Sana/Vibrant Woman Maternal Health Equity Program. Client information is documented through a "welcome form" at the time of first contact with the client and annually thereafter. The "welcome form" is created by project staff gathering information on identity, race/ethnicity, residency, and income. All applicable staff is trained in the use of the "welcome form", MSVW's more accessible version of an intake form.

Alliance Wellness Program

Participants will complete and sign a participation agreement document stating that they meet the guidelines and are willing to commit to the program requirements as outlined. Income is not a criteria for program eligibility; however, income is documented in program demographic forms completed by clients.

Austin Latino/a Lesbian & Gay Organization

In lieu of the standard eligibility requirements in Exhibit A.3 (see attached), all LGBTQ People of Color that live within Travis County are eligible to receive the services provided by the LGBTQ People of Color Sexual Health and Wellness Program.

Austin Outreach & Community Service

Because of low literacy levels prevalent among African American women who reside in or near the targeted housing developments, the eligibility information will be collected in an interview format by AOCSC health education outreach workers prior to the start of the Healthy Love group session.

Demographics of persons served via outreach contacts and encounters will be documented on AOCSC's outreach and encounter logs. Income information is collected upon intake, however income is not a requirement for eligibility and is waived. Nonetheless, the project reports income in Quarterly Zip Code and Demographics Reports. Clients must be residents of Travis County as determined through proof outlined in Exhibit A.3 (see attached) of the contract.

Program Component (if applicable): N/A

5. Service Delivery

Mama Sana/Vibrant Woman Maternal Health Equity

Birth Support: Culturally congruent and trained para-professionals are available at no cost to clients. Services available offer emotional, physical, and logistical support to the participant during pregnancy, at birth, and in the first three (3) months post-partum through the following means:

- **Immediate Referrals:** To enable women to access and initiate prenatal care quickly, with a first appointment within ten (10) days of intake.
- **Relationship-Building and Social Support:** To strategically help build quality relationships and/or social support networks between the women enrolled, staff, and birth companions through ongoing home visits and direct cell phone contact.
- **Prenatal Education:** Culturally and linguistically specific prenatal education courses available in English and Spanish by providing: 1) two (2) program sites (one Northeast and one Southeast Austin) accessible by public transportation; 2) services occurring in one convenient location at the same time, without waiting or waiting rooms; 3) free children's activities provided during programming; 4) transportation assistance.

Prenatal education is provided primarily in a group setting occurring every other week. Topics covered during prenatal education groups include: stress self-assessment and management, fetal development, discomforts during pregnancy, nutrition and vitamins, exercise and activity, childbirth preparation, breastfeeding, and postpartum and baby care. Group prenatal fitness and nutrition classes are offered weekly.

- **Monthly skills/support group (inter-conception education)** open to women at different stages of their reproductive life covering topics such as massage for stress reduction, emotional support strategies, parenting strategies, fitness strategies, and navigating the social service system.
- **Leadership Development:** To provide incentives and support for participants who want to volunteer time to support the program work. The program incorporates intentional leadership development so that participants can become advocates and leaders to advance maternal and infant health for all.

Alliance Wellness Program

Participants, referred to as "players," will be recruited into the program if they have a lifestyle behavior they would like to change or maintain that can impact one of these areas: body weight, blood glucose or HgA1C, and/or blood pressure. Each player will receive one-on-one support regarding the behavior change from a trained "coach," and will receive referrals to local programs or resources to help them achieve their lifestyle goal. Program "managers" will supervise the coaches and provide them with updated information and referral sources to share with player participants. Managers will input and track data on players' progress towards their goals.

Austin Latino/a Lesbian & Gay Organization

This project has three (3) interacting components.

- 1) Whole Health Discussion/Trainings:

The program coordinator, under the supervision of the executive director, leads the Whole Health Discussion/Training component. The program coordinator supervises one (1) part-time health advocate and volunteers. They coordinate with the Cultural arts program funded through other City of Austin funding to enhance and leverage those activities to maximize outputs for this project. Activities under this component include conducting approximately eighteen (18) community discussions/trainings on topics including, but not limited to HIV transmission risk, barriers to healthy living, chronic disease, reproductive health, social support strategies, stress management, and mental health. Specific topics are determined by a needs assessment conducted by the program coordinator. Other community discussions/trainings are conducted targeting Trans people of color (POC), lesbian POC, and LGBTQ POC over forty (40) years old. In addition to conducting the required assessment activities, the program coordinator ensures that participants in these activities are informed about opportunities to participate in other program components. Sexual health and wellness information and supplies are provided at each activity. Workshops provided by artists and health and wellness activists funded by the City of Austin cultural arts project are leveraged to provide opportunities for providing sexual health and wellness information and supplies. The program coordinator and/or the health advocate, and community volunteers lead discussions that are held primarily at algo's office—a safe and familiar place for many LGBTQ POC. Other locations are used as needed to improve program accessibility.

2) "I am worth it" program:

The "I am worth it" component consists of two parts: 1) coordinating with other service providers to conduct a health fair; and 2) providing LGBTQ training to health care providers. To accomplish part one, the program coordinator and health advocates identify potential partners to participate in the health fair and convene planning meetings to prepare for the fair. Potential partners can include providers for mobile mammogram unit, and blood pressure, diabetes screening, massage and stress reduction education, and HIV testing stations. Other equity grantees are invited to participate in the planning and implementation of the health fair to leverage resources.

The second part of "I am worth it" provides training to health care providers to increase their ability to adequately serve LGBTQ POC by increasing their knowledge and decreasing stigma. The program coordinator consults with LGBTQ health care providers and allies who are algo members to determine the most appropriate delivery mechanisms, specific content for training, and contacts for recruitment. Health care providers are recruited from local health care clinics by connecting with training departments at clinics and hospitals.

Providers who complete the training are awarded a certificate. An additional incentive for providers exists in potential new clients that could be referred by algo through a well maintained list of providers who have complete the training. algo provides that list to LGBTQ POC upon request. Topics covered in the training include understanding LGBTQ POC, health conditions disproportionately affecting LGBTQ POC, and advice for how to best serve LGBTQ POC.

3) Health Education Events (Cultural arts and social events):

The Health Education events component leverages work that algo has done over the last thirty (30) years. algo receives funding from the City of Austin Cultural Arts Program to produce cultural arts events, provide workshops, and fund activist/artist residencies. This component would expand the services at each of those events to include sexual health and wellness activities in which health advocates provide sexual health and wellness information and supplies. These activities will also be used to refer LGBTQ POC to other components of the project.

Austin Outreach & Community Service

Outreach and community service activities at the community-level are implemented in accord with the validated Indigenous Leader Outreach model for effective health promotion and protection outreach to hard-to-reach populations. AOCSC recruits, trains, and supervises individuals who are indigenous to the targeted population to become community health education workers (indigenous peer educators) conducting outreach contacts, encounters, and presentations. Outreach is conducted daily via door-to-door campaigns, scheduled presence on-site at the targeted locations (e.g., breakfast club for residents of a given housing development once a week or once a month with the schedule developed in consultation with the on-site manager and input from the residents), and via participating with the partners in coordinated planning and collaborative presentation of community health fairs and other community outreach events and information sessions that are accessible to people residing in the targeted housing developments and surrounding neighborhoods.

- Outreach contact is defined as a face-to-face interaction during which materials and information are exchanged between the community health worker and an individual or small group of individuals present at the outreach location.
- An encounter is face-to-face interaction that goes beyond contact to include individual assessment and action planning—e.g., provision of referral for needed services. Encounters usually are defined at AOCSC as health education outreach interactions that are at least three (3) to five (5) minutes in duration.
- A presentation is a more protracted topic-focused interaction with small groups of individuals assembled specifically for that purpose.

The contact provides a means to initiate interaction with potential clients in the community. The encounter provides more significant opportunity for helping the individual to initiate behavior change to protect and promote health, and single session presentations provide further opportunity to raise awareness and support the individual's commitment to change.

At the individual client level of outreach and community service, the community health education workers (indigenous peer educators) will organize and facilitate the evidence-based Healthy Love small group safer sex intervention. The groups will be provided on-site at the housing developments or at a public location (e.g., neighborhood center) that is accessible to women residing in or near the housing developments. The community health education workers will recruit enroll for the Healthy Love sessions from among their outreach and encounter contacts residing at or near the housing developments. Developed for African American women, the intervention is delivered to small groups of women who share a social connection (e.g., friends, neighbors) in settings of their choosing. The three (3)-four (4) hour session consists of twelve (12) activities that include role play and skill building opportunities. Participants take away from the session a kit of safer sex supplies. Core elements of effective implementation of the intervention are to:

- Provide HIV/AIDS and STD education including facts about condoms and other safer sex tools;
- Provide information on correct steps for male and female condom application and condom negotiation techniques;
- Normalize attitudes about sex and sexuality through open communication to reduce sexual stigma;
- Conduct a personal risk assessment to increase participants' self-awareness of personal risk behaviors;
- Provide demonstrations and practice opportunities to build skills for correct condom use; and

- Implement the intervention with a skilled group facilitator who is the same gender as the target population, possesses a cultural understanding of and can relate to the group receiving the intervention, has training and experience in HIV/AIDS and STD prevention and sexual/reproductive health education, can demonstrate use of safer sex materials and facilitate role-plays and skills practice taught in Healthy Love, is engaging and energetic and fun, and can create a safe and culturally appropriate environment that is not judgmental and facilitates open discussions about sex and sexuality.

The activity will be counted as a group session when there are four (4) to twelve (12) participants. Sessions with numbers of participants outside the group session range will be counted as recruitment presentations rather than small group interventions.

AOCSC's Executive Director/Program Director will be responsible for managing the day-to-day operations and administration of the program. Her administrative duties include providing staff training. She establishes program guidelines, procedures, schedules, priorities, and standards for achieving the objectives, coordinates network participation, monitors program delivery, and routinely reviews the progress with staff to ensure that the program meets the objectives and is on track to contribute to the goal of reduced, and ultimately, eliminated racial/ethnic disparities in HIV/AIDS.

6. Service Accessibility

Describe any relevant strategies employed by the program to ensure service access related to the following issues:

- *Cultural competence*
- *Language and communication access*
- *Geographical access*
- *Anti-discrimination strategies*
- *Other accessibility issues relevant to the program*

Mama Sana/Vibrant Woman Maternal Health Equity

Culturally and linguistically specific prenatal education courses available in English and Spanish by providing: 1) two program sites (one Northeast and one Southeast Austin) accessible by public transportation; 2) services occurring in one convenient location at the same time, without waiting or waiting rooms; 3) free children's activities provided during programming; 4) transportation assistance.

Alliance Wellness Program

N/A

Austin Latino/a Lesbian & Gay Organization

N/A

Austin Outreach & Community Service

N/A

7. Program Staffing

List the staff positions (titles only, no individual names) that are essential to this program, and provide a brief description of duties as they relate to this program. If there are multiple staff positions with the same title and duties, you can note the number of positions with the position title, e.g. "Case Manager (5)."

EXHIBIT F

Position Title	Description of Duties
N/A	N/A

(If program has additional staff positions, insert additional rows in table. Please delete empty rows.)

These programs are staffed, and the interventions are provided, by the various contractors described throughout this document.

8. Program Evaluation

a) Information Management and Data Collection

- Describe the tools and processes used to collect program data, and the systems used to manage program data (i.e. client data, service information, or other data relevant to the program's overall service delivery and performance).
- If any surveys are used to collect information used in performance reporting, please provide a description of survey procedures (such as when, how, and by/to whom the survey is distributed, received, completed, and returned) and a copy of the most recent survey as an addendum.

Mama Sana/Vibrant Woman Maternal Health Equity

Trained MSVW staff collect data at baseline and follow-up quarterly (3, 6, 9, and 12 months) at the community sites. Trained interviewers assess all self-reported variables to improve comprehension, accuracy, and avoid literacy-related problems. Program data is entered into a data tracking system. Data is reported quarterly to Austin Public Health through CTK. In addition to reporting the performance measures included in the contract, MSVW includes data regarding the number participants who are at least three (3) months post-partum who maintained breastfeeding exclusively in the agency's annual report to the City.

MSVW readily monitors the program's performance in achieving program goals through status reports on participant recruitment, service delivery, program expenditures, and data outcomes. These reports are reviewed during weekly staff meetings, and monthly meetings with University of Texas (UT) staff and the MSVW Board of Directors.

Client performance is measured through metrics related to birth weight, breastfeeding, and pregnancy term length. The measure "Percent of individuals who achieve healthy outcomes as a result of receiving services through Health Equity (Social Service) Contracts" is based on the calculation of how many of their pregnant participants deliver healthy weight singletons, which is characterized by a birth weight of 5.5 pounds or more.

The following services will be performed by UT School of Nursing staff:

- UT evaluation team is responsible for monitoring outcome evaluation and well as process evaluation by working with MSVW Implementation team closely. Monthly evaluation meetings will be held
- UT staff is responsible for maintaining data and analyzing both clinical and impact outcomes
- UT staff is responsible for providing technical support for improving the quality of practice including providing evidence based practice as well as introducing state of art practices and tool kits

During the weekly and monthly meetings described above, MSVW staff review program progress and identify any problems or other issues in service delivery. Once issues are identified, MSVW implements corrective actions to address any program deficits encountered and continuously monitor progress.

Alliance Wellness Program

Data will be entered into REDCap, a secure web based software package and will be used to monitor and manage workflow and collect/track data. Through REDCap, we can monitor player recruitment, program delivery, referrals made to local programs, program expenditures and data outcomes. Data will be collected at baseline (prior to beginning the program) and every three (3) months. Self-reported data collected include demographics, behavioral goals, motivation to change, and satisfaction with the program. Biometric data collected include height and weight, blood test results (for glucose measures and/or HgA1C), and blood pressure.

Program performance will be evaluated by capturing and measuring the following data points:

1. Players' biometric results;
2. Players' achievement of stated lifestyle goal;
3. Participation in weekly, monthly and quarterly meetings;
4. Players' qualitative evaluation of the program;
5. Number of resources identified and shared with players; and,
6. Utilization of resources by players.

Quality improvement will be monitored by the program coordinator and will occur on several levels:

1. Daily monitoring of REDCap data entry;
2. Bi-weekly and monthly meetings of managers and coaches; and,
3. Quarterly meetings with players to collect health assessments.

Issues will be identified by both a review of data captured in REDCap and feedback from program participants (managers, players or coaches). Issues will be documented by the program coordinator. Depending on the nature of the issue, the program coordinator will either implement the necessary change or present the issue to program participants for feedback and determination of a solution. A target date will be specified as to when the corrective action should be taken. The program coordinator will monitor whether the action has been taken and what the results were. All issues, corrective action, and results will be documented in writing and shared with program participants unless the nature of the issue requires otherwise.

Austin Latino/a Lesbian & Gay Organization

Program staff collect data in hard copy from program participants and enter it into an electronic system. Program staff also provide narrative reports which are compiled by the program coordinator into a monthly report detailing program activities and outputs. Financial reports are maintained and compiled by the executive director.

Training pre and post tests are given to health care providers to assess changes to stigma, understanding of health care issues, and specific needs of LGBTQ patients.

Pre and post are tests given to program participants at each community training/discussion and event to assess changes to knowledge of health and wellness, stigma, social support, and willingness to access health care.

Data collected include the number of participants, their relevant demographic data (including their HIV status), whether they have attended previous project activities (to determine the unduplicated count of participants), what previous event they attended, and whether their HIV/STI status has changed since attending the last event. This information is collected at each event, in part to determine the percentage of program participants who report negative HIV/STI status and the change. This data is compiled into an annual report and presented to the Visions and Programs Committee for comments and recommendations for improvement.

Data collection includes monthly narrative reports completed by the program coordinator detailing program activities and outputs. Service participants complete satisfaction surveys after each activity. The Board of Directors and staff review monthly compilations of this data. In addition, allgo convenes a Visions and Programs Committee which meets annually. This committee is comprised of Board, community members and service users. Program staff and service users report to the committee about the overall operation of the project, including strengths, weakness, unmet needs, challenges, and innovations. The committee discusses the reports and recommends changes and/or solutions to implementation and outcome issues at their annual meeting.

Austin Outreach & Community Service

Primary data sources are the Contact-Encounter Form, Client Enrollment Form, Healthy Love session Sign-In Sheet, Referral Forms that are provided for HIV testing and counseling and for connecting clients to needed social and medical services, Pre-Post Test of Knowledge of HIV risks and options for risk reduction that are administered during the Healthy Love session, the Condom Use Checklist that the Healthy Love group facilitator uses during the session to score at the group level the participants' skill mastery, and the Client Confidential Survey that is used during the Healthy Love session to assist the participant to conduct a personal risk assessment to increase self-awareness of personal risk behaviors. The community health education workers (indigenous peer educators) are responsible for data collection and compiling a Weekly Report to submit to the program director.

- The Outreach Contact Encounter form is used to document street-level outreach activities and is completed encounter by encounter.
- Referral forms are categorized by type of referral and counts of the forms distributed by type are included in the community health education worker (indigenous peer outreach worker) weekly report to the project director.
- Sign-in Sheet is used to document dates, places, topics, and duration of fixed-site outreach activities (e.g. Breakfast Clubs or Health Fairs) that provide opportunities to recruit participants for Healthy Love.
- Client Enrollment form is used to document eligibility and demographic information about persons who agree to participate in the Healthy Love group intervention. This form is completed via interview with the client.
- Attendance Log is used to document small group intervention sessions. This form is completed using the Sign-in Sheet for the Healthy Love group cross-referenced to the Client Enrollment forms for the given group.
- Pre-Post Test of Knowledge of HIV risks and options for risk reduction is a set of fifteen (15) true-false items (e.g. "Non Latex condoms are the best at stopping the spread of HIV and STDs") administered by the community health education worker (indigenous peer educator). Results of pre-post comparisons will be entered into the data system for tracking client outcomes.

- The Competency Condom Checklist is a resource from the evidence-based Sisters-Informing-Sisters-About-Topics-on-AIDS (SISTA) program that will be used by the Healthy Love group facilitators to document extent to which the group of participants has acquired the skills to use a condom correctly.
- The Confidential Survey asks participants to provide self-reports about their HIV risk behaviors during "the last thirty (30) days," their perception of their level of risk for HIV, and their intentions with respect to using condoms and other protective behaviors during "the next thirty (30) days." The survey will be administered mid-way into the group session.

Information documented on the Outreach Encounter forms and Sign-in Sheets are submitted daily to the Program Director using the Recruitment Grid form. The Program Director approves the daily forms and electronic submission 2-3 times per week on the Outreach Data Submission Form. Demographic information from the Client Enrollment forms will be entered on the evidence-based-intervention (EBI) Collection Form and submitted to the Program Director to approve monthly entry on the EBI Data Submission form.

Direct observation of the program implementation will be conducted quarterly by the program director and results recorded on the evaluation instruments developed for this purpose (Healthy Love Project Evaluation Form/Small Group Presentation Form and Healthy Love Recruitment Evaluation Instrument).

- Data from the attendance logs of the Healthy Love small group interventions will be evaluated quarterly relative to the cumulative output targets specified in the program plan.
- Encounter logs and sign-in sheets will be evaluated quarterly relative to outreach/encounter targets specified in the program plan.
- Data from pre- post-tests of clients' knowledge of HIV risks and risk reduction options will be evaluated quarterly relative to the outcome target specified in the program plan.
- Group records will be evaluated quarterly relative to the outcome target specified in the program plan.
- Additional analyses provided in the mid-year and end-of-year evaluation reports will include analyses of data from the Competency Condom Use Checklist, the Confidential Survey of Risk Behaviors, and the Program Directors' records of direct observation of program delivery.

In addition to review of progress in data collections and evaluation processes during staff meetings, cumulative results of the evaluation will be reviewed quarterly with input from the project's external evaluation consultant. During each monthly and quarterly meeting, the program director will use the accumulated data to set or adjust the specific program performance targets and schedules for the subsequent month and quarter to ensure success in recruitment, implementation, and outcomes of the Healthy Love project. The mid-year and end-of-year program evaluation reports include descriptions of strengths, concerns, corrective action plans if needed, and next steps for continued progress toward achieving the goal of reduction and eventual elimination of disparities in HIV infection.

AOCSC utilizes the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care when conducting and implementing all aspects of outreach and community services. Training on the standards is provided as part of employee orientation. Feedback and coaching to ensure culturally and linguistically appropriate services is provided by AOCSC's executive director based on periodic scheduled and unscheduled direct observations of staff conducting the outreach services.

EXHIBIT F

9. Output Performance Measures

Enter the output performance measures to be reported for the program in quarterly performance reports. You must report the number of unduplicated clients served and at least one other output. Total annual goals should be 12-month goals. Outputs should be reported quarterly unless a specific programmatic or data-driven limitation exists. Please use the comments section to specify and provide explanation for any reporting exceptions.

Output Measure	Total Annual Goal	Quarters Reported
1. Number of 16-week long prenatal education courses offered in a 12-month contract period (Mama Sana)	8	1,2,3,4
2. Number of clients served (Alliance Wellness)	40	1,2,3,4
3. Number of health care providers provided training to address stigma and access (allgo)	20	1,2,3,4
4. Number of Healthy Love small group intervention sessions (AOSC)	12	1,2,3,4

(If approved for additional Output measures, insert additional rows in table. Please delete empty rows.)

Comments (for reporting exceptions, if applicable): N/A

10. Outcome Performance Measures

Enter the outcome performance measures (numerators, denominators, and outcome rates) to be reported for the program in quarterly performance reports. Total annual goals should be 12-month goals. Outcomes should be reported quarterly unless a specific programmatic or data-driven limitation exists. Please use the comments section to specify and provide explanation for any reporting exceptions.

EXHIBIT F

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Outcome Measure		Total Annual Goal	Quarters Reported
1.	a. Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who have delivered their babies and initiate breastfeeding (numerator)	54	1,2,3,4
	b. Total number of participants in the Mama Sana/Vibrant Woman Program who have delivered their babies. (denominator)	60	
	c. Percentage of participants who initiate breastfeeding. (rate)	90%	
2.	a. Number of physical activity and nutrition goals achieved when player exits program (numerator)	48	1,2,3,4
	b. Number of physical activity and nutrition goals set (denominator)	80	
	c. Percentage of physical activity and nutrition goals achieved (rate)	60%	
3.	a. Number of individuals who report improvement in physical, mental, emotional, or social functioning (numerator)	67	1,2,3,4
	b. Number of individuals receiving services through Health Equity Social Service Contracts (denominator)	75	
	c. Percentage of individuals who achieve healthy outcomes as a result of receiving services through Health Equity Social Service Contracts (rate)	89.33%	
4.	a. Number of individuals who complete an educational program that improves their knowledge (numerator)	86	1,2,3,4
	b. Number of individuals participating in the educational program (denominator)	96	
	c. Percent of individuals who complete an educational program and demonstrate improved knowledge (rate)	89.58%	

(If approved for additional outcome measures, insert additional rows in table. Please delete empty rows.)

Comments (for reporting exceptions, if applicable): N/A

11. Community Planning

a) Community Planning Group Participation

If the agency participates in any community planning groups relevant to the issue area and services under this contract, please list them here, along with the name and title of agency representatives who participate and a brief description of their role and participation in that planning group.

Community Planning Group	Agency Participant Name/Title	Participation Role/Description

(If agency is involved in additional planning groups, insert additional rows in table. Please delete empty rows.)

Mama Sana/Vibrant Woman Maternal Health Equity

The MSVW program coordinators ensure that clients are connected to public benefits when applicable by helping women fill out applications for Medicaid; Children's Health Insurance Plan (CHIP) Perinatal; Medical Access Program (MAP), Women, Infants, and Children (WIC); Supplemental Nutrition Assistance Program (SNAP); and Temporary Assistance for Needy Families (TANF). Coordinators guide clients step-by-step through the process and follow up with them until they receive their benefits. In addition to public benefits, clients are referred and connected to community social service resources, such as employment, food, housing, and legal assistance.

MSVW coordinates with other agencies by receiving clients who need prenatal/intranatal education and support and referring clients who need prenatal care. Although midwifery and medical care services are not provided, Mama Sana is currently working with local doctors and midwives to both refer and receive clients.

MSVW works with Austin Public Health, Travis County, and other maternal and infant programs to develop and implement a plan for coordinated data collection for mutually agreed upon measures to improve community wide data collection and more thoroughly represent the work being done for these populations in the community.

Members of MSVW have collaborated on the planning and development of the Maternal Infant Outreach Program (MIOOP), the Central Texas Perinatal Coalition, the Healthy Texas Babies Initiative, and the March of Dimes Programs Services Committee. All of these collaborative efforts focus on maternal and infant health outcomes. Additionally, MSVW participates in the City of Austin process to develop and implement a city-wide equity tool so that Travis County can address policies and procedures that perpetuate inequity.

Alliance Wellness Program

A major component of this program relies on the referral of players to existing services, e.g., yoga/dance/Zumba classes, boot camps, basketball leagues and walking groups to help them in achieving their goals. Team managers will be responsible for keeping abreast of available community resources and sharing that information with their coaches, who can in turn inform the players. Resource updates will be gathered electronically, shared at the monthly managers meetings, and made available to managers, coaches, and players. If during the course of the program, players express needs for services that fall outside of the scope of the Wellness Program, the coach will relay this information to his/her team manager. The team manager, in consultation with the project coordinator, will identify appropriate service providers and make referrals. These resources will be documented in the REDCap system as well. Alliance for African American Health in Central Texas (AAAHCT) already has connections with social service providers such as the African American Youth Harvest Foundation and would use resources such as 211, the City of Austin Austin Public Health Community-Based Organizations' Health and Wellness Outreach Consortium, and One Voice Central Texas to identify others. The coach and/or team manager will provide the identified options to the player and if needed, assistance him/her in navigating the resource to get the necessary help.

The program coordinator and managers will recruit coaches and players through various means, including giving presentations at community gathering sites, such as housing complexes, churches, and physical activity programs. In addition, they will reach out to persons who have previously expressed interest in the program (e.g., through community planning meetings at City of Austin, Senior Program, etc.) and encourage word-of-mouth referrals.

Austin Latino/a Lesbian & Gay Organization

aligo has cooperative working relationships with AIDS Service Organizations and other community based organizations which include The Alliance for African American Health in Central Texas, AIDS Services of Austin, the CARE Communities, C.A.R.E. Program of Austin/Travis County Integral Care, Community Action, Inc. of Central Texas, David Powell Clinic, ICE Fuera de Austin/ ICE Out of Austin, Mama Sana/Vibrant Woman, Seton Mobile Mammography, Waterloo Counseling Services and The Wright House Wellness Center. These relationships enhance the efficiency and reach of aligo's programs. These relationships assist in disseminating information and awareness of aligo's programs among the community and therefore providers are able to refer individuals to aligo's programs and vice versa. In addition, aligo's working relationships facilitate referrals that will minimize duplications of services.

All staff have extensive training and information to ensure that clients are able to access mainstream resources/ public benefits by making the appropriate referrals to services. Referrals provided include but not are not limited to, access to health care, food stamps/food pantries, housing counseling, and mental health services.

aligo and the Alliance for African American Health in Central Texas, ICE Fuera de Austin/ ICE Out of Austin and Mama Sana/Vibrant Woman continue to work together on the development and implementation of a health equity tool to be utilized by the City of Austin. Additionally, aligo participates in community planning opportunities convened by city and state entities such as the HIV Planning Council, Dell Medical School Community Strategy Team, and Central Texas Providers meeting.

Austin Outreach & Community Service

Austin Outreach have developed cooperative working relationships and formalized Memorandum of Agreement (MOA) with housing managers to give us permission to conduct outreach/recruitment on their site and to give us access to space at their location where we can safely conduct the group sessions. We also have developed working relationships with agencies that provide services that may be needed by our clients to help keep them safe from contracting or transmitting HIV—e.g., HIV testing and counseling; treatment for problems with alcohol, tobacco, or other drugs; intervention and support services for persons who are HIV+ STD testing and health services for hypertension, diabetes, sickle cell, and breast cancer. Updates also can be triggered by information obtained through the executive director's participation in the other HIV prevention partners programs; Black Health and Wellness Coalition Meetings, Immigration, Mama Sana/Vibrant Woman Maternal Health Equity Program, Sickle Cell Program, Alliance Wellness Program, LGBTQ People of Color Sexual Health and Wellness, and the African American Quality of Life Initiative.

The Austin Revitalization Authority is the fiscal agent for this agreement in order for AOCSC to provide the services outlined in this work statement.

AOCSC's Executive Director will participate in community planning activities and will designate the project's community health education workers to attend HIV Planning meetings when appropriate. Community Planning Activities: Includes collaboration with other AIDS Service Organizations such as AIDS Services of Austin, David Powell Clinic, Project Transition, and Wright House and other organizations funded by HV Planning Council.

b) Community Plan

If the agency aligns itself with a Community Plan, provide the name of the plan and its authoring body, and a brief description of how you align your agency with and respond to the plan's shared community goals. If there is not an established community plan in this issue area, describe what the agency uses to orient itself to community needs and goals.

c) Response to Community Change

Have there been, or do you anticipate, any changes to the community plan or community goals, that will impact how you provide services over the remainder of your contract period?

ATTACHMENT A

**City of Austin Health and Human
Services Social Service Contracts
Client Eligibility Requirements – Exhibit A.3**

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Y** Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Y** Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - Annual certification of client eligibility
 - Services provided to client
- Y** Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Y** Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Y** Homeless clients:
 - If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Y** Other Client populations:
 - Clients in programs serving victims of violence are not subject to residency or income requirements
 - Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Y** Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Y** Client must provide proof of identity in order to receive City-funded services, documented by:
 - A government-issued identification; or
 - A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

EXHIBIT F

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Y City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County

- Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
- Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)
 - U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

Y Client intake form must reflect wages/income of all family members 18 years old or older living in the household

Y Determination of Family Size:

- For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.

Y Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and

(O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;
- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

Y Client income amounts must reflect *Gross Income*, before any deductions

Y If any adult family member has no income, a Self-Declaration of No Income form is required for that individual

Y Income documentation requirement:

- Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
- Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.



Amendment No. 2
to
Agreement No. NG160000043
for
Social Services
between
THE UNIVERSITY OF TEXAS AT AUSTIN
and the
CITY OF AUSTIN
(Mama Sana)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Three Hundred Ninety Eight Thousand Nine Hundred Seventy dollars (\$398,970)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (4/1/2016 – 3/31/2017)	n/a	\$ 390,000
Amendment No. 1: Exercise Extension Option #1 and add funds to Agreement (4/1/2017 – 3/31/2018)	\$ 398,970	\$ 788,970
Amendment No. 2: Exercise Extension Option #2 (4/1/2018 – 3/31/2019)	\$ 398,970	\$ 1,187,940

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 4/5/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/20/2018]

Exhibit B.2 -- Program Subgrantees is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subgrantees**. [Revised 4/5/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of 4/1/2018 through 3/31/2019, the payment from the City to the Grantee shall not exceed \$398,970 (*Three Hundred Ninety Eight Thousand Nine Hundred Seventy dollars*).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:

 Digitally signed by Mark Featherston
Date: 2018.04.20 11:57:17 -0500
THE UNIVERSITY OF TEXAS AT AUSTIN
Mark Featherston, Assistant Director
Office of Sponsored Projects
101 E. 27th Street, Ste. 5.300
Mail Stop A9000
Austin, TX 78712

Date: 20 April 2018

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 05/18/18

Program Performance Measures**Contract Start**
4/1/2016**Contract End**
3/31/2019**Period Performance Start**
4/1/2018**Period Performance End**
3/31/2019**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	150		150
2	Number of 16-week prenatal education courses offered in a 12-month period	8		8
3	Number of monthly skills/support group (inter-conception education) offered in a 12-month period	10		10

Program Performance MeasuresContract Start
4/1/2016Contract End
3/31/2019Period Performance Start
4/1/2018Period Performance End
3/31/2019**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of individuals who report improvement in physical, mental, emotional, or social functioning	48
1 Den	Number of individuals receiving services through Health Equity Social Service Contracts	60
1 Rate	Percent of individuals who achieve healthy outcomes as a result of receiving services through Health Equity Social Service Contracts	80
2 Num	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who are at least three months postpartum and maintain any breastfeeding up to three months	28
2 Den	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who are at least three months post partum	40
2 Rate	Percentage of participants who maintain any breastfeeding up to three months	70
3 Num	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who have delivered their babies and initiate breastfeeding	54
3 Den	Total number of participants in the Mama Sana/Vibrant Woman Program who have delivered their babies	60
3 Rate	Percentage of participants who initiate breastfeeding	90
4 Num	Number of singletons born to participants in the Mama Sana/Vibrant Woman Program who are born at term (37 weeks, 0 days or more)	48
4 Den	Total number of participants in the Mama Sana/Vibrant Woman Program who have delivered their babies	60
4 Rate	Percent of singletons born to participants in the Mama Sana/Vibrant Woman Program who are born at term (37 weeks, 0 days or more)	80

Program Budget and Narrative

Program Start 4/1/2018

Program End 3/31/2019

	City Share	Other	Total
Salary plus Benefits	\$40,000.00	\$0.00	\$40,000.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subgrantees	\$358,970.00	\$0.00	\$358,970.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$358,970.00	\$0.00	\$358,970.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$398,970.00	\$0.00	\$398,970.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, benefits, employment taxes, and retirement for staff associated with program evaluation and fiscal agent responsibilities.

General Op Expenses**Program Subgrantees**

Expenses for services provided through agreement with Mama Sana Vibrant Woman including salaries, benefits, employment taxes, and retirement for staff; programmatic supplies and equipment; office supplies; food and nonalcoholic beverages for clients; transportation assistance for clients including bus passes and payment for cab rides; outreach materials; mileage costs within Travis County; incentives including baby and self-care items for clients participating in the program.

Staff Travel**Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

Program Subgrantees

***Contract
Term***
Start Date 4/1/2016
End Date 3/31/2019

Subgrantee's Information

Name

Mama Sana/Vibrant Woman

Length of Term

Start Date 4/1/2018

End Date 3/31/2019

City of Austin Funded Amount \$358,970.00

Number of Clients to be Served: 150

Services to be subcontracted

Birth companion training, prenatal education, nutrition education, exercise classes, one-on-one pregnancy/birth support.



Amendment No. 1
to
Agreement No. NG160000043
for
Social Services
between
THE UNIVERSITY OF TEXAS AT AUSTIN
and the
CITY OF AUSTIN
(Mama Sana)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Three Hundred Ninety Eight Thousand Nine Hundred Seventy dollars (\$398,970)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (4/1/2016 – 3/31/2017)	n/a	\$ 390,000
Amendment No. 1: Exercise Extension Option #1 and add additional funding to Agreement (4/1/2017 – 3/31/2018)	\$ 398,970	\$ 788,970

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 5/5/2017]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 4/17/2017]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 4/17/2017]

Exhibit B.2 -- Program Subcontractors is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subcontractors**. [Revised 4/18/2017]

Exhibit E -- Business Associate Agreement is added to the Agreement.

4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 Responsibilities of the Grantee. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 Agreement Amount. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 24 month term shall not exceed the amount approved by City Council, which is **\$788,970 (Seven Hundred Eighty Eight Thousand Nine Hundred Seventy dollars)**, and **\$398,970 (Three Hundred Ninety Eight Thousand Nine Hundred Seventy dollars)** per remaining 12 month extension option, for a total Agreement amount of \$2,384,850. Continuation of the Agreement beyond the initial 24 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City **prior** to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of 4/1/2017 through 3/31/2018, the payment from the City to the Grantee shall not exceed \$398,970 (*Three Hundred Ninety Eight Thousand Nine Hundred Seventy dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 Non-Appropriation. The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or

outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Agreement Progress Report or Agreement Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Agreement Progress Report or Agreement Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)

5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ctkodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; SubAgreementing and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative

arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 **Public Information Act**. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 HIPAA Standards. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

- 6.0** MBE/WBE goals were not established for this Agreement.
- 7.0** Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 8.0** By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 9.0** All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____

THE UNIVERSITY OF TEXAS AT AUSTIN
David K. Hawkins, Associate Director
Office of Sponsored Projects
101 E. 27th Street, Ste. 5.300
Mail Stop A9000
Austin, TX 78712

Date: _____

MAY 11, 2017

CITY OF AUSTIN

Signature: _____

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: _____

5/24/17

Program Work Statement

Contract Start Date

4/1/2016

Contract End Date

3/31/2018

Program Goals And Objectives

To improve birth outcomes and maternal/infant health among vulnerable communities of color in Austin by addressing the unique barriers faced by low-income African-American and Latina women.

Objectives:

- Provide culturally congruent prenatal and birth support services.
- Improve access to care.
- Improve the quality and relevance of care.
- Increased satisfaction with pregnancy, birth, and early motherhood experiences.

Program Clients Served

This project focuses on women of color, LGBTQ and gender non-conforming women, immigrant, and young women. Due to the extremely high incidences of negative outcomes in Austin/Travis County for Black mothers and infants, as well as the disproportionately high number of pregnant Latina women, most of whom have challenges in accessing prenatal care, Mama Sana/Vibrant Woman (MSVW) focuses efforts on making the program more culturally sensitive and contextually relevant to these two groups of pregnant women.

Approved Client Eligibility Exception:

In lieu of the standard eligibility requirements in Exhibit A.3, all women of color who reside within Austin and/or Travis County are eligible to receive the services provided by the Mama Sana/Vibrant Woman Maternal Health Equity Program. Client information is documented through a "welcome form" at the time of first contact with the client and annually thereafter. The "welcome form" is created by project staff gathering information on identity, race/ethnicity, residency, and income. All applicable staff is trained in the use of the "welcome form", MSVW's more accessible version of an intake form.

Program Services And Delivery

- Birth Support: Culturally congruent and trained para-professionals are available at no cost to clients. Services available offer emotional, physical, and logistical support to the participant during pregnancy, at birth, and in the first 3 months postpartum through the following means:
 - o Immediate Referrals: To enable women to access and initiate prenatal care quickly, with a first appointment within 10 days of intake.
 - o Relationship-Building and Social Support: To strategically help build quality relationships and/or social support networks between the women enrolled, staff, and birth companions through ongoing home visits and direct cell phone contact.
 - o Prenatal Education: Culturally and linguistically specific prenatal education courses available in English and Spanish by providing: 1) two program sites (one Northeast and one Southeast Austin) accessible by public transportation; 2) services occurring in one convenient location at the same time, without waiting or waiting rooms; 3) free children's activities provided during programming; 4) transportation assistance.

Prenatal education is provided primarily in a group setting occurring every other week. Topics covered during prenatal education groups include: stress self-assessment and management, fetal development, discomforts during pregnancy, nutrition and vitamins, exercise and activity, childbirth preparation, breastfeeding, and postpartum and baby care. Group prenatal fitness and nutrition classes are offered weekly.

- Monthly skills/support group (inter-conception education) open to women at different stages of their reproductive life covering topics such as massage for stress reduction, emotional support strategies, parenting strategies, fitness strategies, and navigating the social service system.
- Leadership Development: To provide incentives and support for participants who want to volunteer time to support the program work. The program incorporates intentional leadership development so that participants can become advocates and leaders to advance maternal and infant health for all.

System for Collecting and Reporting Program Data

Trained MSVW staff collect data at baseline and follow-up quarterly (3, 6, 9, and 12 months) at the community sites. Trained interviewers assess all self-reported variables to improve comprehension, accuracy, and avoid literacy-related problems. Program data is entered into a data tracking system. Data is reported quarterly to Austin Public Health through CTK. In addition to reporting the performance measures included in the contract, MSVW includes data regarding the number

Created 4/19/2016 12:49:00 PM

Last Modified, If Applicable 5/5/2017 3:44:00 PM

Program Work Statement

Contract Start Date 4/1/2016 ***Contract End Date*** 3/31/2018

participants who are at least three months post-partum who maintained breastfeeding exclusively in the agency's annual report to the City.

Performance Evaluation

MSVW readily monitors the program's performance in achieving program goals through status reports on participant recruitment, service delivery, program expenditures, and data outcomes. These reports are reviewed during weekly staff meetings, and monthly meetings with UT staff and the MSVW Board of Directors.

Client performance is measured through metrics related to birth weight, breastfeeding, and pregnancy term length. The measure "Percent of individuals who achieve healthy outcomes as a result of receiving services through Health Equity (Social Service) Contracts" is based on the calculation of how many of their pregnant participants deliver healthy weight singletons, which is characterized by a birth weight of 5.5 pounds or more.

The following services will be performed by University of Texas (UT) staff:

- UT evaluation team is responsible for monitoring outcome evaluation and well as process evaluation by working with MSVW implementation team closely. Monthly evaluation meetings will be held
- UT staff is responsible for maintaining data and analyzing both clinical and impact outcomes
- UT staff is responsible for providing technical support for improving the quality of practice including providing evidence based practice as well as introducing state of art practices and tool kits

Quality Improvement

During the weekly and monthly meetings described above, MSVW staff review program progress and identify any problems or other issues in service delivery. Once issues are identified MSVW implements corrective actions to address any program deficits encountered and continuously monitor progress.

Service Coordination with Other Agencies

The MSVW program coordinators ensure that clients are connected to public benefits when applicable by helping women fill out applications for Medicaid; Children's Health Insurance Plan (CHIP) Perinatal; Medical Access Program (MAP), Women, Infants, and Children (WIC); Supplemental Nutrition Assistance Program (SNAP); and Temporary Assistance for Needy Families (TANF). Coordinators guide clients step-by-step through the process and follow up with them until they receive their benefits. In addition to public benefits, clients are referred and connected to community social service resources, such as employment, food, housing, and legal assistance.

MSVW coordinates with other agencies by receiving clients who need prenatal/intranatal education and support and referring clients who need prenatal care. Although midwifery and medical care services are not provided, Mama Sana is currently working with local doctors and midwives to both refer and receive clients.

MSVW works with Austin Public Health, Travis County, and other maternal and infant programs to develop and implement a plan for coordinated data collection for mutually agreed upon measures to improve community wide data collection and more thoroughly represent the work being done for these populations in the community.

Service Collaboration with Other Agencies

N/A

Community Planning Activities

Members of MSVW have collaborated on the planning and development of the Maternal Infant Outreach Program (MIOP), the Central Texas Perinatal Coalition, the Healthy Texas Babies Initiative, and the March of Dimes Programs Services Committee. All of these collaborative efforts focus on maternal and infant health outcomes. Additionally, MSVW participates in the City of Austin process to develop and implement a city-wide equity tool so that Austin can address policies and procedures that perpetuate inequity.

Program Performance Measures**Contract Start**
4/1/2016**Contract End**
3/31/2018**Period Performance Start**
4/1/2017**Period Performance End**
3/31/2018**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	150		150
2	Number of 16-week long prenatal education courses offered in a 12-month contract period	8		8
3	Number of monthly skills/support group (inter-conception education) offered in a 12-month contract period	10		10

Program Performance Measures**Contract Start**
4/1/2016**Contract End**
3/31/2018**Period Performance Start**
4/1/2017**Period Performance End**
3/31/2018**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of individuals who report improvement in physical, mental, emotional, or social functioning	48
1 Den	Number of individuals receiving services through Health Equity Social Service Contracts	60
1 Rate	Percent of individuals who achieve healthy outcomes as a result of receiving services through Health Equity Social Service Contracts	80
2 Num	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who are at least three months postpartum and maintain any breastfeeding up to three months	28
2 Den	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who are at least three months post partum	40
2 Rate	Percentage of participants who maintain any breastfeeding up to three months	70
3 Num	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who have delivered their babies and initiate breastfeeding	54
3 Den	Total number of participants in the Mama Sana/Vibrant Woman Program who have delivered their babies.	60
3 Rate	Percentage of participants who initiate breastfeeding.	90
4 Num	Number of singletons born to participants in the Mama Sana/Vibrant Woman Program who are born at term (37 weeks, 0 days or more)	48
4 Den	Total number of participants in the Mama Sana/Vibrant Woman Program who have delivered their babies.	60
4 Rate	Percent of singletons born to participants in the Mama Sana/Vibrant Woman Program who are born at term (37 weeks, 0 days or more)	80

Program Budget and Narrative

Program Start 4/1/2017

Program End 3/31/2018

	City Share	Other	Total
Salary plus Benefits	\$40,000.00	\$0.00	\$40,000.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subcontractors	\$358,970.00	\$20,000.00	\$378,970.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$358,970.00	\$20,000.00	\$378,970.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$398,970.00	\$20,000.00	\$418,970.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, benefits, employment taxes, and retirement for staff associated with program evaluation and fiscal agent responsibilities.

General Op Expenses**Program Subcontractors**

Expenses for services provided through agreement with Mama Sana/Vibrant Woman including salaries, benefits, employment taxes, and retirement for staff; programmatic supplies and equipment; office supplies; food and nonalcoholic beverages for clients; transportation assistance for clients including bus passes and payment for cab rides; outreach materials; mileage costs within Travis County; incentives including baby and self care items for clients participating in the program.

Staff Travel**Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

Program Subcontractors

	<i>Contract Term</i>
<i>Start Date</i>	4/1/2016
<i>End Date</i>	3/31/2018

Subcontractor's Information

Name

Mama Sana/Vibrant Woman

Length of Term

Start Date 4/1/2017

End Date 3/31/2018

City of Austin Funded Amount \$358,970.00

Number of Clients to be Served: 150

Services to be subcontracted

Birth companion training, prenatal education, nutrition education, exercise classes, one-on-one pregnancy/birth support.

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
 2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
 3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
 4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
 6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
 7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
 - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. § 164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. § 164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. § 164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



M E M O R A N D U M

**City of Austin
Financial & Administrative Services Department
Purchasing Office**

DATE: 08/08/16

TO: Memo to File

FROM: Marty James, Buyer II

RE: MA 9100 NG160000043 University of Texas Social Services Program

Please note this agreement was created by the Health and Human Service Department (HHSD) and is administered and maintained by same. There is no procurement function other than the creation of the payment vehicle.



**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
THE UNIVERSITY OF TEXAS AT AUSTIN
FOR**

**HEALTH EQUITY SOCIAL SERVICES
(Mama Sana)**

AGREEMENT NO. NG160000043

AGREEMENT AMOUNT: \$390,000

This Agreement is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and The University of Texas at Austin ("Grantee"), a Texas non-profit corporation, having offices at 101 E. 27th St, Ste. 5.300, Mail Stop A9000, Austin, Texas 78712.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Grantee.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.2 **Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by the Subgrantee.

1.3 **Responsibilities of the City.** The City's Agreement Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Agreement Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Agreement Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Agreement Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

1.4 **Designation of Key Personnel.** The City's Agreement Manager for this Agreement, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Agreement Manager, Andrew Browne or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Agreement Manager, David K. Hawkins, Associate Director of OSP, or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Agreement Manager.

1.4.3 If either party replaces its Agreement Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Agreement.** The Agreement shall be in effect for a term of twelve (12) months beginning April 1, 2016 through March 31, 2017 and may be extended thereafter for up to five (5) twelve (12) month periods, subject to the approval of the Grantee and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial twelve (12) month term shall not exceed the amount approved by City Council, which is \$390,000 (*Three Hundred Ninety Thousand dollars*), and \$390,000 (*Three Hundred Ninety Thousand dollars*) per twelve (12) month extension option, for a total Agreement amount of \$2,340,000. Continuation of the Agreement beyond the initial twelve (12) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Grantee may make transfers between or among budget categories with the City Agreement Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Agreement; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Agreement.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City **prior** to the submission of the Grantee's first monthly billing to the City following the transfer.

4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of April 1, 2016 through March 31, 2017, the payment from the City to the Grantee shall not exceed \$390,000 (*Three Hundred Ninety Thousand dollars*).

4.2 **Requests for Payment.**

Payment to the Grantee shall be due thirty (30) calendar days following receipt by the City of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ctkodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.** Grantee must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the Grantee's financial management system
- Profit & Loss Detail report from the Grantee's financial management system
- Check ledger from the Grantee's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Grantee.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Grantee;

4.3.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

4.3.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Grantee to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

4.7 **Financial Terms.**

4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Agreement.

4.7.3 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement, or b) not billed to the City within sixty (60) calendar days following termination date of this Agreement.

4.7.5 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed.

4.7.7 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City.

4.8.2 To be allowable under this Agreement, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Agreement.
2. Conform to any limitations or exclusions set forth in this Agreement.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Grantee must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Agreement Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Grantee of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Grantee shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Agreement Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Grantee and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 An Agreement Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Grantee and submitted to the City within sixty (60) calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.9.5 [Reserved]

4.9.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

4.10 **Grantee Policies and Procedures.** Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term within twenty (20) working days following the receipt of the final report.

4.11.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 **Financial Audit of Grantee.**

4.12.1 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended

(Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.12.2 If Grantee is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.12.3 Grantee shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Grantee must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Grantee;
- ii. That the auditor presented the financial audit report/financial review to the Grantee's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Grantee's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Grantee must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Grantee's financial audit report/financial review will be verified with the Grantee's Board Chair. The City will deem the financial audit report/financial review incomplete if Grantee fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

4.12.9 **Right To Audit By Office of City Auditor.**

4.12.9.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Grantee shall include this audit requirements in any subagreements entered into in connection with this Agreement.

4.13 **Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, is vested with the City and such property shall, upon termination of the Agreement, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Agreement Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Agreement Term.

4.13.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Grantee two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

5.2 **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or

seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

- 5.3 **Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to five (5) years and any Offer submitted by the Grantee may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, certificates of insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Contract Management Team
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2 **Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee. The City and Grantee mutually agree that, as an agency of the State of Texas, the Grantee may self-insure certain insurance requirements indicated below. Proof of self-insurance shall be submitted by the Grantee to the City for approval.

6.1.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project
- 6.1.2.1.2 Independent Grantee's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

* **Supplemental Insurance Requirement.** If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

*The City hereby acknowledges that Grantee does not carry General Liability Insurance for its general operations. However, the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, provides for remedies against the State for legal proceedings for claimants.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA 2048, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance***. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Grantee's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar days' Notice of Cancellation, Form WC 420601, or equivalent coverage

*The requirement for Worker's Compensation and Employer's Liability Insurance shall only be required if the Grantee or any Subgrantee will be conducting work on City owned property during the course of conducting activities under this Agreement.

6.1.2.4 **Professional Liability Insurance.**

6.1.2.4.1 [Reserved]

6.1.2.4.2 [Reserved]

6.1.2.5 **Blanket Crime Policy Insurance.** [Reserved]

6.1.2.6 **Directors and Officers Insurance.** [Reserved]

6.1.2.7 **Property Insurance.** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1 **Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees

used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

6.2.2 Americans With Disabilities Act (ADA) Compliance. No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 6.3 Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 Rights to Proposal and Contractual Material.** Grantee owns the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all materials, inventions, discoveries, and technology developed solely by Grantee in performance of each Research Program under this Agreement ("Contractor Technology") for its noncommercial research and educational purposes. The Parties jointly own the entire right, title and interest, including all patents, copyrights and other intellectual property rights, in and to all inventions, discoveries and technology developed jointly by Grantee and City in performance of this Agreement ("Joint Technology"). City is hereby granted a non-exclusive, royalty-free license to any of Contractor's copyrights in Contractor Technology subject to third party rights if any. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

- 7.1 Authority.** Each party represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.
- 7.2 Performance Standards.** Grantee represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health,

safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 To the extent allowed by the Constitution and laws of the State of Texas, Grantee shall indemnify, and hold the City, its successors, assigns, officers, employees and elected officials harmless from and against all Indemnified Claims to the extent they resulted from the Fault of the Grantee, or the Grantee's agents, employees or subcontractors, in the performance of the Grantees' obligations under this Agreement. Nothing herein shall be deemed to limit the rights of the City or the Grantee (including, but not limited to, the right to seek contribution) against any third party who may be liable for an Indemnified Claim.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 [Reserved].

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:	To the Grantee:	With copy to:
City of Austin, Health and Human Services Department Administrative Services Division	The University of Texas at Austin, Office of Sponsored Projects	City of Austin Health and Human Services Dept.
ATTN: Kymberley Maddox, Assistant Director	ATTN: Barbara Reyes, Senior Grants & Contracts Specialists	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. E	101 E. 27th St, Ste. 5.300, Mail Stop A9000	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78712	Austin, TX 78702

8.8 **Confidentiality.** The Parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose Confidential Information to each other. Each party will use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties for a period of three (3) years from expiration or termination of this Agreement, provided that the recipient party's obligation hereunder shall not apply to Information that:

8.8.1 is not disclosed in writing and marked with an appropriate confidentiality legend or, if disclosed orally or visually, is not identified as confidential at the time of oral or visual disclosure and subsequently reduced to writing and labeled with an appropriate confidentiality legend within thirty (30) days of disclosure;

8.8.2 is already in the recipient party's possession at the time of disclosure thereof;

8.8.3 is or later becomes part of the public domain through no fault of the recipient party;

8.8.4 is received from a third party having no obligations of confidentiality to the disclosing party;

8.8.5 is independently developed by the recipient party; or

8.8.6 is required by law or regulation to be disclosed.

In the event that information is required to be disclosed pursuant to subsection 8.8.6, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation..

8.9 **Advertising.** Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 **No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the

Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

- 8.11 **Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.
- 8.12 **Prohibition Against Personal Interest in Agreements.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.
- 8.13 **Independent Grantee.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Agreement shall be binding upon and enure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.
- 8.17 **Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.
- 8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally to the extent allowed by the Constitution and the laws of the State of Texas. Nothing in this Agreement shall preclude either party from pursuing any remedies existing at law and in equity as may be available through a court of competent jurisdiction.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Agreement.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subgrantees.**

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Agreement, insurance in the type and amounts specified for the Grantee, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subgrantee indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

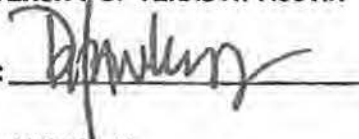
If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Agreements. By accepting a Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

THE UNIVERSITY OF TEXAS AT AUSTIN

Signature: 

Name: David K. Hawkins

Title: Associate Director, Office of Sponsored Projects

Date: 6-13-2016

CITY OF AUSTIN

Signature: 

Name: MARTY JAMES
PURCHASING OFFICE

Date: 07-01-2016

EXHIBITS

Exhibit A – Program Forms

- A.1** Program Work Statement
- A.2** Program Performance Measures
- A.3** Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1** Program Budget and Narrative
- B.2** Program Subcontractors

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Program Work Statement

Contract Start Date

4/1/2016

Contract End Date

3/31/2017

Program Goals And Objectives

To improve birth outcomes and maternal/infant health among vulnerable communities of color in Austin by addressing the unique barriers faced by low-income African-American and Latina women.

Objectives:

- Provide culturally congruent prenatal and birth support services.
- Improve access to care.
- Improve the quality and relevance of care.
- Increased satisfaction with pregnancy, birth, and early motherhood experiences.

Program Clients Served

This project focuses on women of color, LGBTQ and gender non-conforming women, immigrant, and young women. Due to the extremely high incidences of negative outcomes in Austin/Travis County for Black mothers and infants, as well as the disproportionately high number of pregnant Latina women, most of whom have challenges in accessing prenatal care, Mama Sana/Vibrant Woman (MSVW) will focus efforts on making the program more culturally sensitive and contextually relevant to these two groups of pregnant women.

Client eligibility requirements will be documented through the use of a "welcome form" at the time of first contact with the client and annually thereafter. The "welcome form" will be created by project staff gathering information on identity, race/ethnicity, residency, and income. All applicable staff will be trained in the use of the "welcome form", MSVW's more accessible version of an intake form. While this data will be recorded, it will not determine eligibility to receive services from this program. The MSVW Maternal Equity Program will be available to any and all women of color who seek services.

Program Services And Delivery

- Birth Support: Culturally congruent and trained para-professionals are available at no cost to clients. Services will offer emotional, physical, and logistical support to the participant during pregnancy, at birth, and in the first 3 months post-partum through the following means:
 - o Immediate Referrals: To enable women to access and initiate prenatal care quickly, with a first appointment within 10 days of intake.
 - o Relationship-Building and Social Support: To strategically help build quality relationships and/or social support networks between the women enrolled, staff, and birth companions through ongoing home visits and direct cell phone contact.
 - o Prenatal Education: Culturally and linguistically specific prenatal education courses available in English and Spanish by providing: 1) two program sites (one Northeast and one Southeast Austin) accessible by public transportation; 2) services occurring in one convenient location at the same time, without waiting or waiting rooms; 3) free children's activities provided during programming; 4) transportation assistance.

Prenatal education will be provided primarily in a group setting occurring every other week. Topics covered during prenatal education groups include: stress self-assessment and management, fetal development, discomforts during pregnancy, nutrition and vitamins, exercise and activity, childbirth preparation, breastfeeding, and postpartum and baby care. Group prenatal fitness and nutrition classes are offered weekly.

- Monthly skills/support group (inter-conception education) open to women at different stages of their reproductive life covering topics such as massage for stress reduction, emotional support strategies, parenting strategies, fitness strategies, and navigating the social service system.
- Leadership Development: To provide incentives and support for participants who want to volunteer time to support the program work. The program incorporates intentional leadership development so that participants can become advocates and leaders to advance maternal and infant health for all.

System for Collecting and Reporting Program Data

Trained MSVW staff will collect data at baseline and follow-up quarterly (3, 6, 9, and 12 months) at the community sites. Trained interviewers will assess all self-reported variables to improve comprehension, accuracy, and avoid literacy-related problems. Program data will be entered into a data tracking system to be determined at a later date. Data will be reported quarterly to ATCHSD through CTk. In addition to reporting the performance measures included in the contract, MSVW will include data regarding the number participants who are at least three months post-partum who maintained breastfeeding exclusively in the agency's annual report to the City.

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Last Modified, If Applicable 6/9/2016 2:46:00 PM

Program Work Statement

Contract Start Date 4/1/2016 *Contract End Date* 3/31/2017

Performance Evaluation

MSVW will readily monitor the program's performance in achieving program goals through status reports on participant recruitment, service delivery, program expenditures, and data outcomes. These reports will be reviewed during weekly staff meetings, and monthly meetings with UT staff and the MSVW community leadership collective.

Quality Improvement

During the weekly and monthly meetings described above, MSVW staff will review program progress and identify any problems or other issues in service delivery. Once issues are identified MSVW will implement corrective actions to address any program deficits encountered and continuously monitor progress.

Service Coordination with Other Agencies

The MSVW program coordinators will ensure that clients are connected to public benefits when applicable by helping women fill out applications for Medicaid; Children's Health Insurance Plan (CHIP) Perinatal; Medical Access Program (MAP), Women, Infants, and Children (WIC); Supplemental Nutrition Assistance Program (SNAP); and Temporary Assistance for Needy Families (TANF). Coordinators will guide clients step-by-step through the process and follow up with them until they receive their benefits. In addition to public benefits, clients will be referred and connected to community social service resources, such as employment, food, housing, and legal assistance.

MSVW coordinates with other agencies by receiving clients who need prenatal/intranatal education and support and referring clients who need prenatal care. Although midwifery and medical care services not provided, Mama Sana is currently working with local doctors and midwives to both refer and receive clients.

Service Collaboration with Other Agencies

N/A

Community Planning Activities

Members of MSVW have collaborated on the planning and development of the Maternal Infant Outreach Program (MIOP), the Central Texas Perinatal Coalition, the Healthy Texas Babies Initiative, and the March of Dimes Programs Services Committee. All of these collaborative efforts focus on maternal and infant health outcomes. Additionally, MSVW will be working with several other community organizations and their members to advocate that the City of Austin develop and implement a city-wide equity tool so that Austin can address policies and procedures that perpetuate inequity.

Program Performance MeasuresContract Start
4/1/2016Contract End
3/31/2017Period Performance Start
4/1/2016Period Performance End
3/31/2017**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	150		150
2	Number of 16-week long prenatal education courses offered in a 12-month contract period	8		8
3	Number of monthly skills/support group (inter-conception education) offered in a 12-month contract period	10		10

Program Performance MeasuresContract Start
4/1/2016Contract End
3/31/2017Period Performance Start
4/1/2016Period Performance End
3/31/2017**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who deliver healthy weight babies (>2500 grams/5.5lbs).	48
1 Den	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who have delivered their babies.	60
1 Rate	Percentage of participants who deliver healthy weight babies	80
2 Num	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who are at least three months postpartum and maintain any breastfeeding up to three months	28
2 Den	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who are at least three months post partum	40
2 Rate	Percentage of participants who maintain any breastfeeding up to three months	70
3 Num	Total number of pregnant participants in the Mama Sana/Vibrant Woman Program who have delivered their babies and initiate breastfeeding	54
3 Den	Total number of participants in the Mama Sana/Vibrant Woman Program who have delivered their babies.	60
3 Rate	Percentage of participants who initiate breastfeeding.	90

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - ◆ Annual certification of client eligibility
 - ◆ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - ◆ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - ◆ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - ◆ Clients in programs serving victims of violence are not subject to residency or income requirements
 - ◆ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - ◆ A government –issued identification; or
 - ◆ A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - ◆ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - ◆ Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - ♦ For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:
 - (1) Included Income:**
 - (A) Temporary Assistance for Needy Families (TANF);
 - (B) Money, wages and salaries before any deductions;
 - (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
 - (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
 - (E) Railroad retirement;
 - (F) Unemployment compensation;
 - (G) Strike benefits from union funds;
 - (H) Worker's compensation;
 - (I) Training stipends;
 - (J) Alimony;
 - (K) Military family allotments;
 - (L) Private pensions;
 - (M) Government employee pensions (including military retirement pay);
 - (N) Regular insurance or annuity payments; and
 - (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.
 - (2) Excluded Income:**
 - (A) Capital gains; any assets drawn down as withdrawals from a bank;
 - (B) The sale of property, a house, or a car;
 - (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
 - (E) One-time insurance payments or compensation for injury;
 - (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
 - (G) Food or housing received in lieu of wages;
 - (H) The value of food and fuel produced and consumed on farms;
 - (I) The imputed value of rent from owner-occupied non-farm or farm housing;
 - (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
 - (K) Housing assistance and combat zone pay to the military;
 - (L) Veterans (VA) Disability Payments;
 - (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
 - (N) Child support payments.
- Client income amounts must reflect *Gross Income*, before any deductions
 - If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
 - Income documentation requirement:
 - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

Program Start 4/1/2016

Program End 3/31/2017

	City Share	Other	Total
Salary plus Benefits	\$40,000.00	\$0.00	\$40,000.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subcontractors	\$350,000.00	\$10,000.00	\$360,000.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$350,000.00	\$10,000.00	\$360,000.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$390,000.00	\$10,000.00	\$400,000.00

Detailed Budget Narrative**Salaries plus Benefits**

Personnel for Program Evaluation and Fiscal Agent responsibilities

General Op Expenses**Program Subcontractors**

Includes supplies purchases for: exercise classes, children's activities, kitchen/basic food preparation, office, classes/program/health, transportation, and outreach/promotion materials; Salary and benefits for Administrative Manager FTE, 6 Program Coordinators, and a .7 FTE time Communications/Marketing staff to coordinate outreach materials and campaigns. Flat payments to cover the following additional areas: 2 Midwife Educators, Curriculum Development, Birth Companion Training, Prenatal/Birth/Postnatal companions; food during groups/pregnancy education classes, including those related to nutrition; flat stipends for full participation in a prenatal education course series.

Staff Travel**Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

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Last Modified, If Applicable 4/26/2016 10:08:00 AM

Program Subcontractors

	<i>Contract Term</i>
<i>Start Date</i>	4/1/2016
<i>End Date</i>	3/31/2017

Subcontractor's Information

Name

Mama Sana/Vibrant Woman

Length of Term

Start Date 4/1/2016

End Date 3/31/2022

City of Austin Funded Amount \$350,000.00

Number of Clients to be Served: 150

Services to be subcontracted

Birth companion training, prenatal education, nutrition education, exercise classes, one-on-one pregnancy/birth support.

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

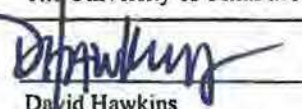
Dated this 13th day of JUNE, 2016

CONTRACTOR

Authorized
Signature

Title

The University of Texas at Austin



David Hawkins

Associate Director-QSP